



Vision

*Achieving Excellence:
Putting Students First*

Mission

*To prepare all students
to be college and career
ready and function as
productive citizens.*

Core Values

- Perseverance
- Respect
- Integrity
- Dependability
- Ethics

OKEECHOBEE COUNTY SCHOOL BOARD

REVISED AGENDA FOR REGULAR ZOOM MEETING

<https://zoom.us/j/92971982054?pwd=dm01b2lQejRrNkN6RGE4OUlub3Jldz09>

Meeting ID: 929 7198 2054, Passcode: RU9jK0

OCTOBER 13, 2020

6:00 P.M.

Chairperson
Amanda Riedel
Vice Chairperson
Melisa Jahner
Members
Joe Arnold
Jill Holcomb
Malissa Morgan

- I. **Call to Order**
 - A. Prayer
 - B. Pledge of Allegiance
- II. **Opening Items**
 - A. Community Recognition
 - ★ Lake Okeechobee Elks Lodge # 2871 - B is for Buckaroo
 - B. Student Recognition
 - ★ Solomon Albright, NATEF ASE Industry Certifications
 - C. Staff Recognition
 - ★ Dr. Joseph Stanley, Society for Human Resource Management Certified Professional
- III. **Resolutions and Proclamations**
 - A. ~~Resolution to Honor Billie Jean Reynolds~~ 1 [This item has been rescheduled for the November 17, 2020 Agenda.](#)
 - B. Resolution – School Bus Safety Week 2
 - C. Resolution – Disability History and Awareness Weeks 3
 - D. ~~Proclamation – LGBTQIA+ History Month~~ 4 [This item has been pulled from the Agenda and will not be considered.](#)

-----Scheduled Recess-----
- IV. **Request to Address the Board**
 - Raye Deusinger, Okeechobee Blood Roundup
- V. **Presentation**
 - Construction Delivery Methods and Special Facility Construction Timeline
Greg Kelley, CRA Architects
- VI. **Approval of Minutes**
 - Meeting of September 8, 2020
- VII. **Items for Action**
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OKEECHOBEE COUNTY
SCHOOL BOARD

AGENDA FOR
REGULAR ZOOM
MEETING
OCTOBER 13, 2020

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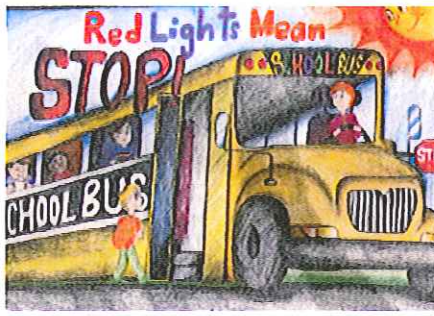
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IX. Information Items:

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

The next meeting of the Okeechobee County School Board, which will include reorganization of the Board, will be on Tuesday, November 17, 2020, 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.



RESOLUTION

SCHOOL BUS SAFETY WEEK RED LIGHTS MEAN STOP!

Whereas school bus operators and all transportation staff including aides, mechanics, trainers, and office staff make substantial contributions to the future of Okeechobee and to the development of our young people as knowledgeable, responsible, and productive citizens; and

Whereas *Achieving Excellence* is dependent upon safe, secure, and peaceful routes to school and school activities; and

Whereas the safety and well-being of many students rely on school bus operators and the entire transportation team to get them to and from school in a safe, professional manner; and

Whereas the transportation team is an invaluable component of our educational system and has performed an outstanding job transporting our students each and every day; and

Whereas the third week in October has been dedicated as National School Bus Safety Week by our Congress beginning in 1964;

Now Therefore Be It Resolved that the week of October 19-23, 2020, be formally recognized as **OKEECHOBEE SCHOOL BUS SAFETY WEEK** honoring the school transportation team and reminding all Okeechobee County drivers to keep a watchful eye for students going to and from school and to use extra caution around school buses.

Adopted at a regular meeting of the School Board of Okeechobee County, Florida, this 13th day of October, 2020.

OKEECHOBEE COUNTY SCHOOL BOARD
OKEECHOBEE, FLORIDA


Amanda Riedel, Chairman

ATTEST:


Ken Kenworthy, Superintendent of Schools



Achieving Excellence: Putting Students First!

RESOLUTION

DISABILITY HISTORY AND AWARENESS WEEKS

Whereas, the first two weeks in October have been designated "Disability History and Awareness Weeks" for the state of Florida by Governor Ron DeSantis.

Whereas, the School Board of Okeechobee County, Florida, encourages economic growth through the development of a talented and diverse labor force, and believes that the active and meaningful participation of individuals with disabilities as students, parents, employees is essential to providing equal opportunity to all; and

Whereas, the Okeechobee County School District serves over 1,360 students with disabilities and is committed to these student receiving a quality education, and

Whereas, the School Board of Okeechobee County believes it is important to continue encouraging individuals with disabilities to realize their abilities in their education, employment, and community and hereby reaffirms its commitment to the full inclusion of and equal opportunity for all individuals with disabilities.

Now therefore, be it resolved by the School Board of Okeechobee County, Florida, that the first two weeks of October, 2020, be proclaimed as:

DISABILITY HISTORY AND AWARENESS WEEKS

Be it further resolved that the School Board of Okeechobee County, Florida, urges its schools to provide instruction and information on disability history and rights, especially during the first two weeks of October, and periodically throughout the school year.

Passed and adopted this 13th day of October, 2020.

ATTEST:



Ken Kenworthy
Superintendent of Schools



Amanda Riedel
Chairman



To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 3.33 PROHIBITION OF HARASSMENT**

DATE: October 13, 2020

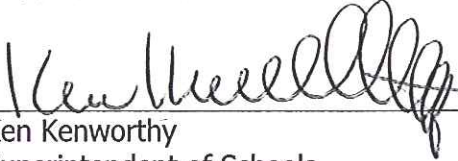
RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 3.33 Prohibition of Harassment.

BACKGROUND INFORMATION:

Revision of Policy 3.33 reflects changes in Title IX. The policy, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



THE SCHOOL BOARD OF OKEECHOBEE COUNTY

Chapter 3.00: School Administration

3.33*

PROHIBITION OF DISCRIMINATION, INCLUDING SEXUAL AND OTHER FORMS OF HARASSMENT

POLICY

I. Policy Against Discrimination

- A. The School Board prohibits harassment against any employee, applicant for employment, student, or student applicant based upon all forms of unlawful discrimination against students, employees and other persons in all aspects of the District's programs, activities and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally protected status or classification under applicable federal, state, or local law including but not limited to race (including anti-Semitism), color, religion, gender, pregnancy, age, national or ethnic origin, genetic information, political beliefs, marital status, sexual orientation, gender identity, disability, if otherwise qualified, social and family background or on the basis of the use of a language other than English by Limited English Proficiency (LEP) students. ~~be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law.~~ Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination. This policy also applies to non-employee volunteers who work subject to the control of school authorities.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons or organizations protected by applicable law.
- C. The School Board shall admit students to District Schools, programs, and classes without regard to race (including anti-Semitism), color, religion, gender, age, national or ethnic origin, marital status, sexual orientation, political or religious beliefs, disability, handicap or any other distinguishing physical or personality characteristics.
- D. The School Board prohibits retaliation by any District personnel against a person for reporting, filing or being a witness in a discrimination (including harassment) charge, complaint, investigation or lawsuit associated or in connection with this policy.
- E. Established grievance procedures and appropriate discrimination complaint forms are available from the Human Resources Department or the Equity Coordinator at each

school/district office. Complaints/inquiries regarding compliance with these regulations may be submitted in writing to the Human Resources Department at:

700 SW 2nd Avenue
Okeechobee, FL 34974
hr@okee.k12.fl.us

Current School District employees or job applicants with disabilities requesting accommodations under the American with Disabilities Act (ADA) may contact the Human Resources Department at:

700 SW 2nd Avenue
Okeechobee, FL 34974
hr@okee.k12.fl.us
(863) 462-5000

F. The Superintendent shall submit an annual equity report addressing the district's educational and employment practices as required by Florida's Educational Equity Act.

II. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law~~includes:~~

- A. ~~Any slurs, innuendoes or other verbal or physical conduct reflecting on an individual's race, ethnic background, gender or disabling condition which has the purpose or effect of creating an intimidating, hostile or offensive educational or work environment; has the purpose or effect of unreasonably interfering with the individual's work or school performance or participation; or otherwise adversely affects an individual's employment or educational opportunities.~~ The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The Board's prohibition against discriminatory practices includes prohibition against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids sexual harassment, or any other form of illegal harassment, of any employee, student, volunteer or visitor. The Board will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, students, volunteers or agents.
- B. ~~The denial of or the provision of aid, benefits, grades, rewards, employment, faculty assistance, services, or treatment on the basis of sexual advances or requests for sexual favors.~~ The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to nonemployee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.
- C. The prohibition against Ssexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational career; submission to or rejection of such conduct is used as a basis for educational or employment decisions affecting the individual; or such conduct has the purpose or

effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

~~III. Persons alleging such harassment shall use the Board approved Equity Plan Grievance Procedures, available in all school and district offices, to remedy such harassment. Complaints may be submitted to the Principal or immediate supervisor, the school district Equity Coordinator, or the Superintendent.~~ Definitions

- A. Compliance Officer is the person designated by the School Board to receive complaints of harassment referred by the Title IX Coordinator and oversees the investigation of those complaints as described below.
- B. Sexual harassment prohibited by Title IX means conduct on the basis of sex that satisfies one or more of the following:
 - 1. An employee of the School Board conditioning the provision of an aid, benefit, or service of the School Board on an individual's participation in unwelcome sexual conduct (quid pro quo).
 - 2. Any unwanted or unwelcome conduct that a reasonable person would find so severe, pervasive and objectively offensive that it denies a person equal educational access.
 - 3. Reports of sexual assault, dating violence, domestic violence and stalking, as defined in the federal Violence Against Women Act do not need to meet the description of severe, pervasive and objectively offensive.
- C. Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when
 - 1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
 - 2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.
 - 3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
 - 4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.
- D. Types of conduct which are prohibited in the District and which may constitute sexual harassment include, but are not limited to
 - 1. Graphic verbal comments about an individual's body or appearance.
 - 2. Sexual jokes, notes, stories, drawings, pictures or gestures.
 - 3. Sexual slurs, leering, threats, abusive words, derogatory comments or sexually degrading descriptions.
 - 4. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including but not limited to repeated unwelcome requests for dates.
 - 5. Spreading sexual rumors.

6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.
7. Cornering or blocking normal movements.
8. Displaying sexually suggestive drawings, pictures, written materials, and objects in the educational environment.

IV. ~~Any employee or student who makes a complaint of harassment will be protected against retaliation.~~ Definition of Other Forms of Prohibited Harassment

A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race (including anti-Semitism), color, religion, gender, national or ethnic origin, age, disability, marital status, sexual orientation, political or religious beliefs, citizenship, pregnancy or genetic information or any other distinguishing physical or personality characteristic protected by law and that

1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
2. Has the purpose or effect of interfering with an individual's work or academic performance; or
3. Otherwise, adversely affects an individual's employment or academic performance.

B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:

1. Epithets, slurs or negative stereotyping; or
2. Threatening, intimidating or hostile acts, such as physical acts of aggression against a person or his property; or
3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or District office premises or circulated in the workplace or academic environment.

V. ~~Confidentiality and protection from retaliation will be provided to the extent possible to any employee, student, applicant or affected party who alleges discrimination or harassment.~~

Procedures for Filing Complaint of Discrimination, Sexual Harassment, or Other Form of Illegal Harassment

A. Procedures for Filing Complaints

1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on gender, marital status, sexual orientation, race, color, national or ethnic origin, religion, age, disability, political or religious beliefs, pregnancy or any other distinguishing physical or personality characteristics by an employee, volunteer, agent or student of the School District should report the alleged harassment to the Title IX Coordinator or to any school personnel. The alleged harassment should be reported within sixty (60) days of alleged occurrence. The complaint should set forth a description of the alleged discriminatory actions/harassment, the time frame in which the alleged discrimination occurred, the person or persons involved in

the alleged discriminatory actions, and any witnesses or other evidence relevant to the allegations in the complaint. Any school personnel who has notice that a student or other school personnel may have been a victim of prohibited harassment shall immediately report the alleged harassment to the Title IX Coordinator. The formal complaint must be resolved according to the federal regulations and District processes that specifically apply to such formal complaints; and

2. After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be sexual harassment prohibited by Title IX. If they may be, the Title IX Grievance Process listed below is followed. If it does not meet the sexual harassment prohibited by Title IX, then the complaint is referred to the Compliance Officer who follows the procedures set forth below. The Title IX Coordinator will also determine whether the alleged harassment may also constitute criminal conduct and ensure that law enforcement officials are notified, if necessary. If the alleged harassment may also constitute child abuse, then it must be reported to the Department of Children and Families.
3. The complaint should be filed with the School Principal, Site Administrator or Supervisor. Complaints filed with the Principal, Site Administrator, or supervisor must be forwarded to the District's Equity Officer within five (5) days of the filing of the complaint. If the complaint is against the principal, site administrator, or supervisor, the complaint may be filed directly with the Equity Officer.
4. If the complaint is against the District's Equity Officer, the Superintendent, or other member of the School Board, the complaint may be filed with the School Board Attorney.

B. Procedures for Processing Complaints of Harassment

1. Complaints filed against persons other than the Equity Officer, Superintendent or member of the School Board.
 - a. Upon receipt of the written complaint by the District EEO/Equity Officer, the District Equity Officer shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigation may be conducted by school personnel or a third party designated by the school district. The investigation will be conducted within thirty (30) days. The investigator shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the alleged harasser and the person allegedly harassed. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a written summary of the investigation, and make a recommendation to the District EEO/Equity Officer as to whether there is reasonable cause to believe a violation of the District's antidiscrimination policy has occurred. Copies of documents, evidence and witness statements which were considered in the investigation must be sent to the Equity Officer along with the summary and recommendation.

- b. If the complaint is against the Equity Officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in section V.B.1.a.
- c. The investigation, summary, relevant documents, witnesses' statements and recommendation should be completed and forwarded to the Equity Officer within thirty (30) days, or to the School Board Attorney within thirty (30) days, if the complaint is against the Equity Officer. The Equity Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) days whether there is reasonable cause to believe a discriminatory practice occurred.
- d. If the Equity Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) days provide notice of the reasonable cause finding to the complainant and the accused. The Equity Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent's designee.
- e. If the Equity Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation and other evidence, that there is no reasonable cause to believe a discriminatory practice occurred, he or she shall provide within ten (10) days notice of the finding of no reasonable cause to the complainant and accused. The complainant may request a no reasonable cause finding by the Equity Officer or School Board Attorney be reviewed by the Superintendent's designee within ten (10) days of receipt of this notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination.
- f. The complainant will also be given an opportunity to meet with the Superintendent's designee and Equity Officer/School Board Attorney to present his or her position. The Superintendent's designee and Equity Officer/School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent's designee shall within ten (10) days of receipt of the notice make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.
- g. If review by the Superintendent's designee is not timely requested, the Equity Officer or School Board Attorney's determination of no reasonable cause shall be final.
- h. The accused may request, within ten (10) days of receipt of a notice of a finding of reasonable cause, that the determination be reviewed by the Superintendent's designee. The request must include a written statement expressing the accused's position on the complaint and findings, and address any facts, statements or evidence which he or she submits are inaccurate. The accused will be given an opportunity to meet with the Superintendent's designee and the Equity Officer/School Board Attorney to present his or her position. The Superintendent's designee and Equity Officer/School Board Attorney must within ten (10) days of receipt of the notice prepare a memorandum summarizing the content of the meeting to be included in the complaint file.

- i. If review by the Superintendent's designee is not timely requested, the Equity Officer or School Board Attorney's determination of no reasonable cause shall be final.
 - j. After providing the opportunity for an informal hearing as referenced in section V.B.1.h., the Superintendent's designee shall evaluate all the evidence, the investigation summary, recommendations and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within ten (10) days of the informal hearing be forwarded to the accused and the complainant, and a copy of the notice will be filed with and maintained in the office of the District Equity Officer and the Personnel Director.
 - k. All employees shall cooperate with any investigation of alleged harassment conducted under this policy or by an appropriate state or federal agency.
 - l. Employees may choose to pursue their complaints through the relevant employee grievance procedure instead of the complaint procedure in this policy.
2. Complaints against School Board Members or against the Superintendent
- a. Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
 - b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.
 - c. If reasonable cause is recommended by the investigator against a School Board Member or an elected Superintendent, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official. The School Board shall receive and make the final determination if the Superintendent is appointed by the Board.

d. A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney shall be final. In compliance with Florida Statute, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

C. Penalties for Confirmed Discrimination or Harassment

1. Student - A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the Code of Student Conduct.
2. Employee or Volunteer - A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

D. Limited Exemption from Public Records Act and Notification of Parents of Minors

1. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (FERPA). Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigation and take corrective action may supersede an individual's right to privacy.
2. The parents of a person under the age of 18 who has filed a complaint of discrimination and/or harassment shall be notified within three (3) days of receipt of a complaint.

VI. ~~Appropriate action will be taken when it is determined that harassment has occurred.~~
Sexual Harassment Prohibited by Title IX

A. Definitions

1. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by Title IX.
2. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by Title IX against a respondent and requesting that the allegation be investigated. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. When the Title IX coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party. The allegations in a formal complaint must be investigated. In response to a formal complaint, the Title IX grievance process noted below is followed.
3. Program or Activity includes locations, events or circumstances over which the School Board excises substantial control over both the respondent and the context in which the sexual harassment occurs.
4. Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by Title IX.
5. Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the

educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security or monitoring of parts of campus, and other similar measures. Any supportive measures provided to the complainant or respondent are maintained as confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

B. Title IX Complaint (Grievance) Process

1. Any person may report sex discrimination prohibited by Title IX, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.
2. Complainants and respondents are treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
3. The Title IX Coordinator promptly contacts the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint.
4. Nothing herein precludes a respondent from being removed from the School's education program or activity on an emergency basis, provided that an individualized safety and risk assessment determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.
5. Nothing herein precludes a non-student employee respondent from being placed on administrative leave during the pendency of a grievance process.
6. This grievance process treats complainants and respondents equitably by providing remedies to complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to the School's education program or activity.
7. The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
8. All relevant evidence is evaluated objectively, including both inculpatory and exculpatory evidence. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

9. Any Title IX Coordinator, investigator, decision-maker, or any person who facilitates an informal resolution process may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
10. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment prohibited by Title IX, the scope of the School's education program or activity, how to conduct an investigation and grievance process including appeals, and informal resolution processes, and how to serve impartially, including by avoiding pre-judgment of the facts at issue, conflicts of interest, and bias. Decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators receive training on issues of relevance in order to create investigative reports that fairly summarize relevant evidence.
11. A finding of responsibility may result in disciplinary action up to and including expulsion for students or dismissal of employees.
12. The standard of evidence used to determine responsibility is preponderance of the evidence.
13. This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.
14. Notice of allegations
 - a. On receipt of a formal complaint, the Title IX coordinator gives the following written notice to the parties who are known:
 - (1) notice of the grievance process, including any informal resolution process, and
 - (2) notice of the allegations of sexual harassment potentially constituting sexual harassment prohibited by Title IX, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment prohibited by Title IX, and the date and location of the alleged incident, if known.
15. The Written Notice
 - a. includes the identities of parties involved;
 - b. includes the conduct allegedly constituting sexual harassment;
 - c. includes the date and location of the alleged incident;
 - d. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - e. informs the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 - f. informs the parties of any provisions in the School Board's code of conduct or the superintendent's Standards of Student Conduct that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

- g. If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, notice of the additional allegations is provided to the parties whose identities are known.

16. Dismissal of formal complaints

- a. A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint would not constitute sexual harassment prohibited by Title IX even if proved; or did not occur in the School's education program or activity; or did not occur against a person in the United States.
- b. Such a dismissal does not preclude action under another provision of the School Board's code of conduct.
- c. A formal complaint or any allegations therein may be dismissed if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School Board; or specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

17. Investigation of formal complaint

- a. When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the School Board and not on the parties provided that a party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party are not accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible student, to do so for this grievance procedure.
- b. The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- c. The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.
- d. The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The choice or presence of advisor for either the complainant for respondent is not limited in any meeting or grievance proceeding.
- e. Any party whose participation is invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- f. The investigator provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination

regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.

g. The investigator creates an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, sends to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

h. After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the question any decision to exclude a question as not relevant.

18. Determination regarding responsibility

a. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

b. The written determination must include:

(1) identification of the allegations potentially constituting sexual harassment prohibited by Title IX;

(2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence; findings of fact supporting the determination;

(3) conclusions regarding the application of the School Board's code of conduct to the facts;

(4) a statement of, and rationale for, the result as to each allegation including a determination regarding responsibility, any disciplinary sanctions the School Board imposes on the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and the procedures and permissible bases for the complainant and respondent to appeal.

- c. The decision-maker must provide the written determination regarding responsibility to the parties simultaneously.
- d. The determination regarding responsibility becomes final either on the date that the parties are provided with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- e. The Title IX Coordinator is responsible for effective implementation of any remedies.

19. Appeals

- a. Either party may appeal from a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, for the following reasons:
 - (1) procedural irregularity that affected the outcome of the matter;
 - (2) new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - (3) the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- b. Notification of appeal must be given in writing to the Title IX Coordinator.
- c. As to all appeals, the Title IX Coordinator
 - (1) notifies the other party in writing when an appeal is filed and implements appeal procedures equally for both parties;
 - (2) ensures that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and ensures that the decision-maker for the appeal complies with the standards set forth in Title IX and this policy.
- d. The appeal decision-maker
 - (1) gives both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
 - (2) reviews the evidence gathered by the investigator, the investigator's report, and the decision-maker's written decision;
 - (3) issues a written decision describing the result of the appeal and the rationale for the result; and
 - (4) provides the written decision simultaneously to both parties and the Title IX Coordinator.

20. Timelines

- a. The investigative report will be provided to the parties within 35 days from the date the formal complaint is filed.
- b. A decision will be issued within 10 working days from the date the investigative report is submitted to the decision-maker.
- c. Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

- d. Any appeal will be resolved with 15 calendar days from the filing of the appeal.
- e. If the parties agree to an informal resolution process, these deadlines are tolled from the time one party requests an informal resolution process until either the time the other party responds, if that party does not agree to the informal resolution process, or until either party withdraws from the informal resolution processed.
- f. Temporary delays of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; disciplinary processes required by law or School Board policy; or the need for language assistance or accommodation of disabilities.

VII. ~~The Superintendent is responsible for ensuring that all employees, students, and other affected groups are informed of the District's prohibition of harassment and the related resolution procedures.~~ Informal Resolution Process

- A. At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the parties may participate in an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility. When one party requests an informal resolution process, the other party must respond to the request within 3 days. The informal resolution process must be completed within 10 days of the agreement to participate in the process.
- B. The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:
 - 1. The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; provided, however that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process, resume the grievance process with respect to the formal complaint, and be informed of any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
 - 2. The parties, voluntarily and in writing, consent to the informal resolution process; and
 - 3. The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.
- C. If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the document and receive a copy, and forward it to the Title IX Coordinator. If the matter is not resolved, the formal complaint process is resumed.
- D. Parties cannot be required to participate in an informal resolution process.
- E. An informal resolution process is not offered unless a formal complaint is filed.

VIII. Training

- A. Training is mandatory for all school-based Title IX Coordinators, investigators, decision-makers, hearing officers, and appeals decision-makers.
- B. All training materials are available to the public on request and are located on the district's website.

IX. Recordkeeping

- A. The School Board will maintain for a period of seven (7) years records of:
 - 1. Each investigation of allegations of sexual harassment prohibited by Title IX including any determination regarding responsibility and any audio or audiovisual recording or transcript, if any, required under the Title IX regulations, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the school's education program or activity.
 - 2. Any Appeal and the result therefrom;
 - 3. Any informal resolution and the result therefrom; and
 - 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
 - 5. For each response required under 34 C.F.R. §106.44, the School Board must create, and maintain for a period of seven (7) years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by Title IX. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

X. Retaliation Prohibited

- A. Any act of retaliation against an individual who files a complaint alleging a violation of the District's antidiscrimination policy and/or sexual or illegal harassment policy or who participates in the investigation of a discrimination complaint is prohibited.
- B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of discrimination.

STATUTORY AUTHORITY:	120.54, 1001.41, 1001.42, 1012.23, F.S.	
LAWS IMPLEMENTED:	112.51, 119.07, 760.01 et seq., 1000.05, 1000.21, 1001.43, 1012.22, F.S. 34 CFR 99, 34 CFR 108 , 34 CFR 200.43(c), P.L. 110-223 42 U.S.C. 12112, American with Disabilities Act of 1990 42 U.S.C. 2000ff et seq., Genetic Information Non-discrimination Act of 2008 29 U.S.C. 701 et seq., Rehabilitation Act of 1973 29 U.S.C. 621 et. seq., Age Discrimination in Employment Act of 1967 20 U.S.C., 1681 et seq., Title IX of the United States Education Amendments of 1972; 42 U.S.C., 2000e et seq., Civil Rights Act of 1964; 29 CFR Parts 1600-1699	
STATE BOARD OF EDUCATION RULES:	6A-19.001 et seq.	
HISTORY:	Adopted:	09/11/2002
	Revision Date(s):	04/12/2016, 07/10/18
	Formerly:	New
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To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 5.321* BULLYING & HARASSMENT**
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 5.321* Bullying & Harassment.

BACKGROUND INFORMATION:

The proposed revision of Policy 5.321* reflects changes in Title IX.

Policy 5.321*, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



THE SCHOOL BOARD OF OKEECHOBEE COUNTY

Chapter 5.00: Students

5.321*

BULLYING & HARASSMENT

POLICY

- I. Statement Prohibiting Bullying and Harassment
- A. It is the policy of the Okeechobee County School District that all of its students and school employees have an educational setting that is safe, secure, and free from harassment and bullying of any kind. The District will not tolerate bullying and harassment of any type against any students, employees, visitors, volunteers or agents who work on school related activities, subject to the control of school officials. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
- B. The District upholds that bullying or harassment of any student or school employee is prohibited:
1. During any education program or activity conducted by a public K-12 educational institution;
 2. During any school-related or school-sponsored program or activity.
 3. On a school bus of a public K-12 educational institution;
 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K-12 education institution within the scope of the School District, meaning regardless of ownership, any computer, computer system, computer network that is physically located on school property or at a school-related or school-sponsored program or activity; or
 5. Through the use of data or computer software that is accessed at a non-school-related location, activity, function, or program, or through the use of technology or an electronic device that is not owned, leased, or used by the School District or a school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the education process or orderly operation of a school. School staff is not required to monitor any non-school-related activity, function, or program.
- II. Definitions
- A. Accused is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.
- B. Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, graphic, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student

or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; ~~or~~ unreasonably interfere with the individual's school performance or participation; and is often characterized by an imbalance of power. Bullying may involve but is not limited to:

1. Teasing;
2. Social exclusion;
3. Threat;
4. Intimidation;
5. Stalking;
6. Cyberstalking;
7. Physical violence;
8. Theft;
9. Sexual, religious, disability, anti-Semitic or racial/ethnic harassment;
10. Public or private humiliation; or
11. Destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

- C. Complainant is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person who formally or informally makes a report of bullying, orally or in writing.
- D. Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
- E. Cyberstalking as defined in s. 784.048(1)(d), F.S., means to engage in course of conduct to communicate, or cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.
- F. Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or school employee.
- G. Bullying, Cyberbullying/Cyberstalking and Harassment also encompass
 1. Placing a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
 3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
 4. Has the effect of substantially disrupting the orderly operation of a school.

- H. Bullying and harassment also encompass:
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
 2. Perpetuation of conduct listed in the definition of bullying (including cyberbullying) or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - a. Incitement or coercion;
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
 - c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

III. Behavior Standards

- A. The Okeechobee County School District expects students to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. [Okeechobee County School District employees are responsible for adhering to the Principles of Professional Conduct of the Education Profession in Florida and district policies governing conduct and behavior.](#)
- B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.
- C. Students have the responsibility to conform to reasonable standards or socially acceptable behavior; respect the person, property, and rights of others; obey constituted authority; and respond to those who hold that authority as stated in the *Code of Student Conduct*.
- D. The school district upholds that bullying or harassment of any student or school employee is prohibited:
1. During any education program or activity conducted by a public K-12 educational institution;
 2. During any school-related or school-sponsored program or activity;
 3. On a school bus of a public K-12 educational institution;
 4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K-12 education institution within the scope of the school district, meaning regardless of ownership,

any computer, computer system, or computer network that is physically located on school property or at a school-related or school-sponsored program or activity; or

5. Through the use of data or computer software that is accessed at a non-school-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by a school district or school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the education process or orderly operation of a school.

6. The above section (5) does not require school to staff or monitor any non-school-related activity, function, or program.

IV. Consequences for Committing, or Wrongful and Intentional Accusation of an Act of Bullying or Harassment

- A. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances followed by the determination of disciplinary sanctions appropriate to the perpetrator's position within the district. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.
- B. Consequences and appropriate remedial interventions ~~action~~—for students who commit acts of bullying or harassment or for students found to have wrongfully and intentionally accused another as a means of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct*.
- C. Consequences and appropriate remedial interventions ~~action~~—for a school employee, found to have committed an act of bullying or harassment, or found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate as stipulated in the *Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida*.
- D. Consequences and appropriate remedial action for a visitor or volunteer found to have committed an act of bullying or harassment, or found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined by the school or district administrator after consideration of the nature and circumstances of the act, including possible exclusion from school grounds, and, if appropriate, reported to Professional Standards and/or appropriate laws enforcement officials.

V. Reporting an Act of Bullying or Harassment

- A. At each school, the principal or the principal's designee shall be responsible for receiving oral or written complaints alleging violations of this policy and will determine the appropriate action.
- B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
- C. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a

violation of this policy anonymously or in person to the principal or principal's designee.

- D. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, ~~and~~ parents/legal guardians, [visitors, and other agents](#) how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
- E. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
- F. A school employee, school volunteer, student, parent/legal guardian or other person who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
- G. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
- H. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).
- I. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report. [The principal/designee or District Administrator shall document all complaints in writing and/or through the appropriate data system to ensure that problems are addressed in a timely manner.](#)

VI. Investigation of a Report of Bullying or Harassment

- A. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at a school bus stop.
- B. The principal or designee shall select an individual(s) trained in investigative procedures to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
- C. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- D. The investigator shall collect and evaluate the facts including but not limited to:
 - 1. Description of incident(s) occurred;
 - 2. Context in which the alleged incident(s) occurred;
 - 3. How often the conduct occurred;
 - 4. Whether there were past incidents or past continuing patterns of behavior;
 - 5. The relationship between the parties involved;
 - 6. The characteristics of parties involved, *i.e.*, grade, age;
 - 7. The identity and number of individuals who participated in bullying or harassing behavior.
 - 8. Where the alleged incident(s) occurred;

9. Whether the conduct adversely affected the student's education or educational environment ~~;~~ or the employee's work or workplace environment;
10. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; ~~and~~
11. The date, time, and method in which the parents/legal guardians of all parties involved were contacted; ~~;~~ and
12. The date, time and method in which all parties involved, in the case of employees were contacted.

- E. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include:
 1. Any Rrecommended remedial steps necessary to stop the bullying and/or harassing behavior; and
 2. A written final report to the principal: or the appropriate administrator.
- F. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
- G. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

VII. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

- A. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
- B. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
 1. If it is within the scope of the District, a thorough investigation shall be conducted.
 2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
 3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.
- C. Users without web-filtering software or users with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated.

VIII. Notification to Parents/Guardians of Incidents of Bullying or Harassment

- A. Immediate notification to the parents/legal guardians of a victim of bullying or harassment and the parents/legal guardians of the perpetrator of an act of bullying or harassment as well as notification to all agencies when criminal charges may be pursued against the perpetrator.
 1. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated or reasonably thereafter. Notification must be consistent with

the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

2. If the bullying or harassment incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parent/legal guardian of the victim(s) involved in the bullying or harassment incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states “. . . a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school.”

- B. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

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

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

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

IX. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

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

- A. The teacher or parent/legal guardian may request informal consultation with school staff (specialty staff, *e.g.*, school counselor, school psychologist) and/or crisis counselor to determine the severity of concern and appropriate steps to address the concern. ~~The teacher may request that t~~he involved student's parents or legal guardians are may be included.
- B. School personnel or the parent/legal guardian may refer a student to the school-based intervention team or equivalent school-based team with a problem-solving focus for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the school-based intervention team.
- C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school-based intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
- D. If a formal discipline report or formal complaint is made against an employee, the principal/designee or district administrator must refer the employee to the Employee Assistance Program for determination of appropriate counseling support and/or interventions.
- E. A student may be required to obtain counseling and/or attend a recognized treatment program at parental expense and show proof of completion of such

counseling or program. Such offenses may include, but are not limited to, substance abuse, threats, intimidation, bullying, harassment, or acts motivated by hate or bias.

F. An employee component to address intervention and assistance as determined appropriate by the Employee Assistance Program that includes, but are not limited to:

a. Counseling and support to address the needs of the victims of bullying; and

b. Research-based counseling/interventions to address the behavior of the employees who bully others (e.g., empathy training, anger management).

G. A school-based component to address intervention and assistance shall be utilized by the intervention team. The school-based intervention team may recommend:

1. Counseling and support to address the needs of the victims of bullying or harassment;
2. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management, small group counseling, and/or classroom training; and/or
3. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

X. Reporting Incidents of Bullying and Harassment

A. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under Florida Statute. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. Cyberbullying incidents shall be included within the bullying incidents category. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.

B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying and harassment as incident codes as well as bullying-related as a related element code.

1. Bullying and/or harassment incidents shall be reported in SESIR with the bullying (BUL) or harassment (HAR) code. Unsubstantiated incidents of bullying or harassment shall be coded UBL or UHR.
2. If the bullying/harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code and the bullying-related code. Such incidents are:
 - a. Alcohol
 - b. Arson
 - c. Battery
 - d. Breaking and Entering
 - e. Disruption on Campus
 - f. Drug Sale/Distribution Excluding Alcohol
 - g. Drug Use/Possession Excluding Alcohol
 - h. Fighting
 - i. Homicide
 - j. Kidnapping
 - k. Larceny/Theft

- l. Robbery
- m. Sexual Battery
- n. Sexual Harassment
- o. Sexual Offenses
- p. Threat/Intimidation
- q. Trespassing
- r. Tobacco
- s. Vandalism
- t. Weapons Possession
- u. Other Major (Other major incidents that do not fit within the other definitions)

- C. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
- D. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department.
- E. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability shall include the incident basis. Victims of these offenses shall also have the incident basis (sex, race, or disability) noted in their student records.

XI. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

- A. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other non-instructional staff such as bus driver, custodians, food service personnel, media specialists; parents/legal guardians; and students.
- B. Students, parents/legal guardians, teachers, all non-instructional staff members, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District’s policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.
- C. The District shall establish a list of programs that provide instruction to students, parents, teachers, school administrators, counseling staff, and school volunteers on identifying, preventing, and responding to bullying and harassment including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations. The list of authorized programs shall be available at each school, District offices, and on the District website.

XII. Reporting to a Victim’s Parents/Legal Guardians the Legal Actions Taken to Protect the Victim

The principal or designee shall by telephone, personal conference, and/or in writing report the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the

incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone, personal conference, and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

XIII. Publicizing the Policy

- A. At the beginning of each school year, the Superintendent or designee shall in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
- B. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
- C. The Superintendent shall also make all contractors contracting with the District aware of this policy.
- D. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students in a student assembly or other reasonable format.
- E. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

XIV. Review of Policy

The Superintendent and appropriate staff shall review this policy at a minimum every three (3) years. The review shall include input from parents, law enforcement, and other community members. The Superintendent shall present the policy and any recommended changes to the School Board for consideration.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.
LAWS IMPLEMENTED: 1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09,
1006.10, 1006.147, F.S.; 20 USC 1232g
STATE BOARD OF EDUCATION RULES: 6B-1.006, F.A.C.
HISTORY: Adopted: 06/12/2007
Revision Date(s): 11/18/2008, 03/11/2014, 09/10/2015,
07/12/2016, 07/11/2017, 01/21/2020
Formerly: New

©EMCS

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 5.325* DATING VIOLENCE AND ABUSE**

DATE: October 13, 2020

RECOMMENDATION:

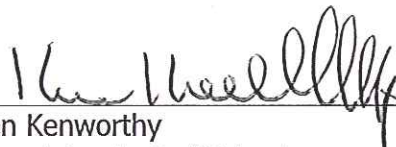
That the Board approve advertisement to amend Board Policy 5.325* Dating Violence and Abuse.

BACKGROUND INFORMATION:

The proposed revision of Policy 5.325* reflects changes in Title IX.

Policy 5.325*, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



THE SCHOOL BOARD OF OKEECHOBEE COUNTY

Chapter 5.00: Students

5.325*

DATING VIOLENCE AND ABUSE

POLICY

It is the policy of the Okeechobee County School District that all of its students and school employees have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation.

I. Definitions

- A. Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past intimate relationship to exert power and control over another when one or both of the partners is a teenager.
- B. Abuse is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and or acts of physical or sexual abuse. The abusive partner used this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.

II. Reporting Teen Dating Violence or Abuse

- A. The principal or designee shall be responsible for receiving complaints alleging violations of this policy.
- B. All school employees are required to report alleged violations of this policy to the principal or designee.
- C. In addition to reporting the incident to the principal or designee, if a district employee or agent has reason to suspect that an alleged violation of this policy might constitute a crime, the district employee or agent shall also immediately report the complaint to law enforcement. Any uncertainty regarding whether an alleged violation might constitute a crime must be resolved in favor of reporting the incident to law enforcement.
- ~~D.~~ All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or designee.
- ~~E.~~ In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.
- F. The principal shall establish and prominently publicize to students, staff, volunteers, and parents how a report of dating violence and abuse may be filed either in person or anonymously and how this report will be acted upon.

- GE.** The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.
- HF.** Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.
- IG.** Any written or oral report of an act of dating violence and abuse shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report.
- JH.** Incidents of teen dating violence and abuse shall be filed within ten (10) school days of the alleged incident or having knowledge of the incident.

III. Investigations

- A. The principal or designee shall select a staff member employed at the school and trained in investigative procedures to initiate the investigation. The staff member may not be the accused perpetrator or victim.
- B. Documented interviews of the victim, alleged perpetrator and witnesses shall be conducted privately and separately. All interviews are confidential. Each individual (victim, alleged perpetrator and witnesses) will be interviewed separately, and at no time will the alleged perpetrator and victim be interviewed together.
- C. The investigative process shall be completed within ten (10) school days from the time the report is filed.
- D. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of teen dating violence and/or abuse and the investigative procedures that follow. School employees shall refrain from sharing confidential student information with other school employees, students, or community members, unless disclosure is required by law or is necessary to protect the student's safety. Any notification made must be consistent with the student's privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).
- E. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

IV. Discipline

- A. Immediate action shall be taken to eliminate the behavior.
- B. Disciplinary action shall be taken based on the circumstances of the behavior(s).
- C. Discipline shall be consistent with the provisions of the *Code of Student Conduct*.
- D. If a crime has been committed, the appropriate law enforcement agency shall be immediately notified.

V. Restraining Orders

- A. If an order of protection has been issued, the student or his/her parent(s) should inform the school immediately.

- B. The investigator will contact the abuser and his/her parent(s) to initiate a contract to stay away from the victim, consistent with the terms of the order, with penalties for known violations of the contract.
- C. The principal or district administrator will notify law enforcement immediately if he/she has a reasonable belief that a criminal or civil restraining order has been violated.
- D. The school resource officer and/or security officer will respond immediately to a report of a violation of a criminal or a civil restraining order.

VI. Support Services for the Victim

The school shall provide a victim of dating violence and abuse with support services that may include but are not limited to:

- A. A contract with the offender to stay away from the victim while on school grounds, on school transportation, and during school sponsored programs and events;
- B. Reasonable accommodations, such as class schedule changes;
- C. If needed, the school will assist the student in creating an alternative education plan for the student such as transferring to a different school or the ability to make up school work missed due to dating violence;
- ~~D.~~ Security protection such as safe egress/regress from school and within the school;
- ~~E.~~ Timely and comprehensive investigation of dating violence and abuse complaints;
- F. Information and assistance in securing intervention which includes assistance and support provided to parents/legal guardians, if deemed necessary and appropriate;
- ~~G.~~ Referrals for outside support and/or counseling.

VII. Methods of Intervention with the Alleged Perpetrator

- A. Allow the alleged perpetrator to respond in writing to the allegations.
- B. Identify and implement interventions that will be taken to prevent further incidents.
- C. Refer the alleged perpetrator and parents/legal guardians to help and support available at the school and within the community.
- D. Address the seriousness of retaliations against the victim for reporting the incident or cooperating with the investigation. Inform the alleged perpetrator that retaliation or threats of retaliations in any form designed to intimidate the victim of dating violence or abuse, those who are witnesses, or those who investigate an incident, shall not be tolerated.
- E. Provide for increased supervision of the alleged perpetrator.
- F. Document the meeting and action plans.

VIII. Curriculum

- A. The health education curriculum for students in grades 7 through 12 shall include dating violence and abuse. The teen dating violence and abuse component shall include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims.
- B. The curriculum shall have an emphasis on prevention based education.

IX~~VIII~~. Training

- A. Teachers, administrators, counselors, instructional assistants, school nurses and other non-teaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.
- B. Students, parents, and school volunteers shall also be given instruction related to teen dating violence and abuse.
- C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.
- D. The instruction shall include evidence based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY:	1001.41, 1001.42, F.S.	
LAWS IMPLEMENTED:	1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.	
STATE BOARD OF EDUCATION RULES:		
HISTORY:	Adopted:	12/14/2010
	Revision Date(s):	
	Formerly:	New
©EMCS		

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

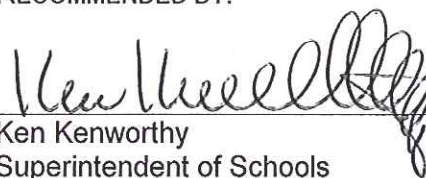
SUBJECT: APPOINTMENT TO THE OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD

DATE: October 13, 2020

RECOMMENDATION:

That the Board appoint one (1) representative to serve on the Okeechobee County Economic Development Corporation meeting the by-laws which state, "Shall be the school board superintendent or the School Board's designee, who is a full time employee of the School Board".

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent

SUBJECT: FACE MASKS

DATE: October 13, 2020


RECOMMENDATION:

That the Board approve the continuation of the practice of wearing masks until further notice.

BACKGROUND INFORMATION:

The face mask requirement was Board approved on July 14, 2020, and was to be revisited at the end of the first nine weeks.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent
SUBJECT: **MODIFICATIONS TO CURRENT INSTRUCTIONAL OPTIONS**
DATE: October 13, 2020

RECOMMENDATION:

That the Board consider eliminating Option 2 beginning January 5, 2021.

BACKGROUND INFORMATION:

The Commissioner's Executive Order expires in December, 2020 which allows for hybrid programs such as Option 2 (Okeechobee Synch). Registration for second semester will be released November 2, 2020. Current Option 2 parents will be given the opportunity to select Option 1 or Option 3. The deadline for registration will be Friday, November 20, 2020. This will give three weeks to create schedules, reassign allocations, and prepare for the transition of approximately 1,100 students to the remaining options.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: MASK DONATION
DATE: October 13, 2020

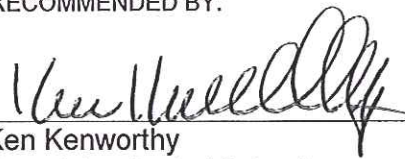
RECOMMENDATION:

That the Board approve the donation of 8 packs of 120 masks to a site(s) of their choice.

BACKGROUND INFORMATION:

The Florida School Boards Association, partnering with NSBA and Bella + Canvas, provided the masks for use within the District. Board members are charged with deciding who should receive the donation.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: RATIFICATION OF COVID-19 MOA WITH CLASSIFIED UNIT

DATE: October 13, 2020

RECOMMENDATION:

That the Board ratify the Classified COVID-19 Memorandum of Agreement between the School Board and Okeechobee County Education Association #1604 to be effective for the remainder of the 2020-21 school year and shall sunset June 30, 2021.

BACKGROUND INFORMATION:

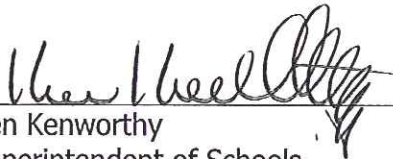
The MOA has been negotiated and tentatively agreed upon by the parties.

The Classified bargaining unit will conduct a ratification vote September 8, 2020.

<u>For</u>	<u>Against</u>
61	28

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 Unit

Re: COVID-19

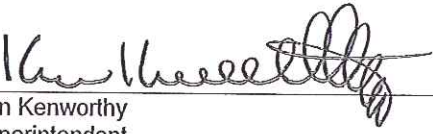
The District ("District") and the Okeechobee Education Association ("Association") hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. The parties recognize that employees at high-risk for serious complications from COVID-19 may request to work remotely. Employees that identify as high-risk or are caring for high-risk family members may request a remote assignment as an appropriate accommodation under the Americans with Disabilities Act or one of the provisions of the Family Medical Leave Act and the district will work with them on their remote status. If it is not possible for a person in this situation to work remotely, then an emergency transfer shall be considered. High risk employees who cannot perform their duties remotely, may volunteer for any positions or duties for which they are qualified for the remainder of their contract. If the approved request for remote work or emergency transfer lasts less than 15 work weeks, the employee may return to their original position if it is vacant. After such time or if their original position is unavailable, they shall be eligible to apply for a transfer to any vacant position according to the current contract provision Article VIII.T.
2. COVID-19 Leave provisions for employees not approved to work remotely:
 - a. Families First Coronavirus Response Act (FFCRA)
 - i. Emergency Sick Leave— If an employee is required to self-quarantine or care for a member of their family who is quarantined, they will be put on administrative or temporary duty leave and paid their normal rate of pay for the first ten days.
 - ii. Expanded FMLA— If an employee is unable to work due to their own illness, must care for a family member who is ill, is under a mandatory quarantine, is in a high-risk category, or has school age children at home, the employee will contact Human Resources. The Human Resources division will advise the employee as to their rights to leave under the FFCRA.
 - iii. Employees that use all available leave will then be eligible for 2/3 pay for all unpaid leave as allowed under the expanded FMLA provision of the FFCRA.
 - b. Other leave considerations:
 - i. High risk employees may utilize sick or vacation leave to maintain their regular rate of pay. After a high risk employee has exhausted all of the leave provisions under the FFCRA he or she shall be eligible for Compassionate leave, or Personal Leave Without Pay until such time as

- b. If a student refuses to wear a mask and no parent is available, the student will be immediately referred to school administration upon arrival at campus.
- 9. Distance Learning—If distance learning becomes necessary due to school closure or if a hybrid system is utilized, employees shall have access to internet, computers, digital materials, cloud or other storage, as well as instructional platforms to conduct their work from a school site.
 - a. All video recordings will comply with Article VII.B of the CBA.
 - b. Students that record a staff member without his or her knowledge or permission may be subject to discipline according to the District's disciplinary plan.

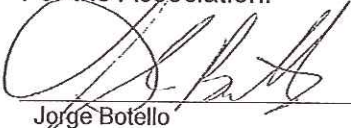
This MOU shall be in effect for the remainder of the 2020-21 school year and shall sunset June 30, 2021. All other provisions of the collective bargaining agreement remain in full effect.

For the Board:



Ken Kenworthy
Superintendent
For Okeechobee County School Board
8/24/20
Date

For the Association:



Jorge Botello
President
For Okeechobee County Education Association #1604
8/24/2020
Date

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: RATIFICATION OF COVID-19 MOU WITH INSTRUCTIONAL UNIT

DATE: October 13, 2020

RECOMMENDATION:

That the Board ratify the Instructional COVID-19 Memorandum of Understanding between the School Board and Okeechobee County Education Association #1604 to be effective for the remainder of the 2020-21 school year and shall sunset June 30, 2021.

BACKGROUND INFORMATION:

The MOU has been negotiated and tentatively agreed upon by the parties.

The Instructional bargaining unit conducted a ratification vote on September 8, 2020.

<u>For</u>	<u>Against</u>
125	16

The Memorandum of Understanding is attached.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

Memorandum of Understanding
between
The Okeechobee County Education Association #1604
and
The School District of Okeechobee County
Instructional Personnel Unit

The District ("District") and the Okeechobee Education Association ("Association") hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. The parties recognize that employees at high-risk for serious complications from COVID-19 may request to work remotely. Employees that identify as high-risk or are caring for high-risk family members may request a remote assignment as an appropriate accommodation under the Americans with Disabilities Act or one of the provisions of the Family Medical Leave Act and the district will work with them on their remote status. If it is not possible for a person in this situation to work remotely, then an emergency transfer shall be considered.
 - a. Emergency Transfers and Recall – High risk employees who cannot perform their duties remotely, may volunteer for any positions at the district run virtual program or other positions for which they are qualified and certified as a priority placement. Employees who volunteer and are placed in a new position using this process, once their personal conditions improve or the district modifies the program or position, shall be employed for the remainder of their contract. If the approved request for remote work does not exceed 15 work weeks, the employee may return to their original position if it is vacant. After such time or if their original position is unavailable, they shall be eligible to apply for transfer to any vacant positions according to current contract provision under Transfers and Reassignments. If no such position is available, then they shall be informed of their right to utilize the COVID-19 leave provisions.

2. COVID-19 Leave provisions for employees not approved to work remotely
 - a. Families First Coronavirus Response Act (FFCRA)
 - i. Emergency Sick Leave— If an employee is required to self-quarantine or care for a member of their family who is quarantined, they will be put on administrative or temporary duty leave and paid their normal rate of pay for the first ten days.
 - ii. Expanded FMLA— If an employee is unable to work due to their own illness, must care for a family member who is ill, is under a mandatory quarantine, is in a high-risk category, or has school age children at home, the employee will contact Human Resources. The Human Resources division will advise the employee as to their rights to leave under the FFCRA.
 - iii. Employees that use all available leave will then be eligible for 2/3 pay for all unpaid leave as allowed under the expanded FMLA provision of the FFCRA.
 - b. Other leave considerations:
 - i. High risk employees may utilize any available sick or vacation leave to maintain their regular rate of pay. After a high risk employee has exhausted all of the

leave provisions under the FFCRA he or she shall be eligible for Compassionate leave, or Personal Leave Without Pay until such time as the employee is medically cleared to return, or the pandemic has passed, or a vaccine is available, whichever first occurs.

- ii. The District will provide \$65,000 (used by both the instructional and classified units) to subsidize up to 10 (ten) days paid leave beyond the emergency paid sick leave provided in the FFCRA for each employee that provides documentation evidencing that extended leave is necessary due to a positive COVID-19 test or due to a mandatory quarantine not covered by FFCRA or their own available paid leave. The district and the association will review the utilization of this fund during the regular labor relations meetings.
3. If a reduction in personnel is necessary, the district and the association shall meet to determine the process and a list of all impacted positions shall be provided to the association including names, work location, years of service in the district, certifications and evaluation information. The number of reductions necessary shall first be reduced through attrition, then employees will be offered transfers into other positions, for which they are qualified. Should additional reductions be necessary, decisions will be made in accordance with Article VIII.CC.
 4. If COVID-19 cases spike in a school, the district may close the school temporarily. The parties also recognize that identified essential personnel may need to report to building sites during a closure. CDC guidelines will be followed if employees are required to report to a building site which is being cleaned.
 5. The District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer. To mitigate the risk of COVID-19 teachers will wipe down high touch surfaces within their classroom midmorning and early afternoon. Such cleaning supplies will be available for their use. No employee will be reimbursed for supplies purchased on their own.
 6. Without finalized evaluations in 2019-2020, pay for performance is suspended for 2020-21 as per DOE guidance.
 7. Making up lost instructional days and time - The District will follow DOE guidelines for waivers related to COVID-19. Any change to the calendar and/or workday required as a result of school closure will be in compliance with Article VIII.AA – Emergency School Closing.
 8. The District will assist employees, when requested, in completion of requirements for recertification by reviewing certification requirements and suggesting options for classes or professional development online when possible.
 9. Working conditions – Employee temperature checks to enter daily and questionnaires are acceptable. All medical information collected will remain private. It will be the sole responsibility of the District to protect collected medical information and that protection is in compliance with HIPAA. The District will provide employees with masks and other PPE.

Employees are able to provide and wear their own masks. The District will adhere to all CDC guidelines pursuant to face coverings. Instructional employees will be provided with a list of students exempt from wearing face coverings or students will be given exemption identification. Employees who fail a temperature check or questionnaire will be asked to leave campus immediately. The employee may use sick or vacation leave for this time off. In the event of a positive COVID-19 test or a mandatory quarantine, any time used will be replenished by District COVID-19 leave, to the extent available.

10. Distance Learning—If distance learning becomes necessary due to school closure or if a hybrid system is utilized, employees shall have access to internet, computers, digital materials, cloud or other storage, as well as instructional platforms to conduct their work from a school campus.

- a. All video recordings will comply with Article VII.B.
- b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's disciplinary plan.
- c. If video cameras are to be utilized in classrooms to provide live or recorded instruction all of the following shall apply:
 - i. Teachers must be trained on the proper usage of the equipment and will be in charge of the location and the operation of such equipment to maintain instructional integrity.
 - ii. The data shall not be recorded or stored by the District unless agreed to by the teacher.
 - iii. The District will ensure student and personal privacy including, but not limited to, FERPA and public records laws.
 - iv. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
 - v. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
 - vi. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom utilizing such devices.
 - vii. Teachers shall utilize one of the District approved and provided digital programs, including but not limited to, Zoom and Google Meet.
 - viii. As these cameras were utilized due to a temporary emergency, they must be removed when it is no longer necessary for lessons to be provided live due to COVID-19 or with the expiration of this MOU whichever occurs first.

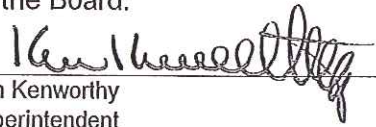
11. Virtual teachers must adhere to a minimum of 7.5 hours per day on the job serving students, presenting lessons, providing accommodations, monitoring student performance, completing school paperwork or participating in PLCs or professional development approved by the principal. Virtual teachers may be required to attend face-to-face meetings with the principal, assistant principal, instructional coach or guidance counselors to discuss students, sign

paperwork, attend IEP meetings, parent conferences, or participate in professional development if virtual means are not practical.

12. Virtual teachers may also request to work from a school/department site as the district will not be providing telephone or internet access reimbursement.

This MOU shall be in effect for the remainder of the 2020-21 school year and shall sunset June 30, 2021. All other provisions of the collective bargaining agreement remain in full effect.

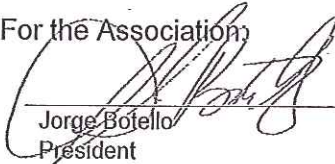
For the Board:



Ken Kenworthy
Superintendent
For Okeechobee County School Board
8/24/20

Date

For the Association:



Jorge Bofello
President
For Okeechobee County Education Association #1604
8/24/2020

Date

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AUDITOR GENERAL'S REPORT NO. 2021-034**
DATE: October 13, 2020

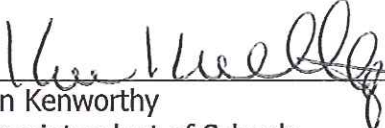
RECOMMENDATION:

That the Board accept the Auditor General's Report No. 2021-034, Operational Audit, dated October 2020.

BACKGROUND INFORMATION:

The report is attached. A copy of the Audit Report is included in Board member agendas and available upon request from the Superintendent's Office.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **CONTRACT TO REPRESENT WITH THE LEGIS GROUP**
DATE: October 13, 2020

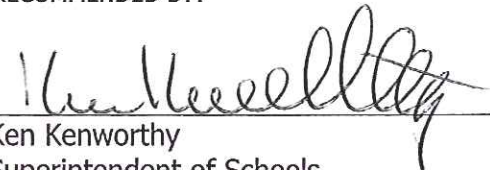
RECOMMENDATION:

That the Board approve a Contract to Represent with The Legis Group to the Board effective October 1, 2020.

BACKGROUND INFORMATION:

This is a new contract to strategize and formulate a plan to obtain special facilities funding. The contract is included in Board member agendas and is available upon request from 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 IX SEXUAL HARASSMENT MANUAL
DATE: October 13, 2020

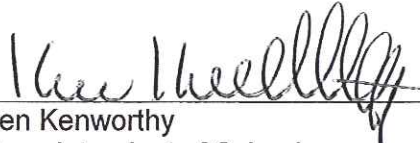
RECOMMENDATION:

That the Board approve the Title IX Sexual Harassment Manual.

BACKGROUND INFORMATION:

The Title IX Sexual Harassment Manual, developed by the Human Resources Department of the Okeechobee County School Board, is designed to outline the procedures for prompt and equitable resolutions of complaints alleging sexual harassment or related retaliation. The Manual is included in Board member agendas and available upon request from the Director of Human Resources.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: 2020-21 FLORIDA'S OPTIONAL INNOVATIVE SCHOOL DISTRICT REOPENING PLAN:
SCHOOL DISTRICT VPK EDUCATION PROGRAM ADDENDUM
DATE: October 13, 2020

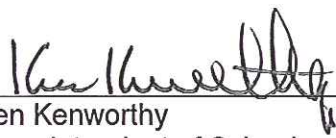
RECOMMENDATION:

That the Board approve the 2020-21 Florida's Optional Innovative School District Reopening Plan: School District VPK Education Program Addendum.

BACKGROUND INFORMATION:

This is a flexible, innovative delivery option, consistent with the approved district plan for reopening, for the fall 2020 VPK School Year Program. This is an added feature to in-person instruction, but not a replacement. This plan will go into effect if a student, class or VPK program is excluded because of COVID exposure. This plan is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TAKE STOCK IN CHILDREN MEMORANDUM OF UNDERSTANDING WITH INDIAN RIVER STATE COLLEGE FOUNDATION, INC.
DATE: October 13, 2020

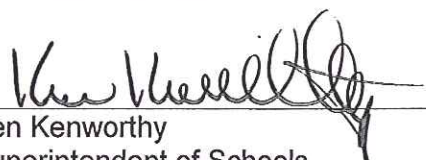
RECOMMENDATION:

That the Board approve a Take Stock in Children Memorandum of Understanding with Indian River State College Foundation, Inc.

BACKGROUND INFORMATION:

This is a new Memorandum of Understanding that outlines the responsibilities for each organization. A copy of 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: AUTISM SPECTRUM DISORDER ADD-ON ENDORSEMENT PLAN
DATE: October 13, 2020

RECOMMENDATION:

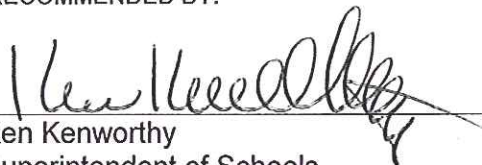
That the Board approve the 2020-2025 Autism Spectrum Disorder Add-On Endorsement Plan

BACKGROUND INFORMATION:

The Autism Spectrum Disorder Endorsement Program is designed to increase the level of knowledge, expertise, and understanding of educators working with K-12 students diagnosed with Autism Spectrum Disorder. The endorsement is intended to raise the awareness of the unique characteristics, emotional/social needs, and other challenges and issues related to students with Autism Spectrum Disorder and its range of pervasive developmental disorders that adversely affect functioning and result in the need for specially designed instruction and related services. It is designed to foster an understanding of policies and guidelines to ensure implementation of appropriate curriculum, differentiation, strategies, educational intervention, and support for this diverse population.

The Autism Spectrum Disorder Add-On Endorsement Plan is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: SCHOOL IMPROVEMENT PLANS
DATE: October 13, 2020

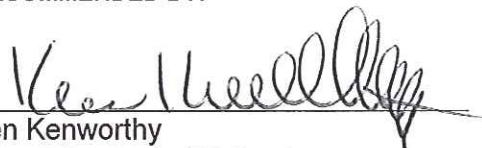
RECOMMENDATION:

That the Board approve School Improvement Plans for schools in the district for the 2020-21 school year.

BACKGROUND INFORMATION:

An Executive Summary is included in Board member agendas. A complete set of plans is available in the Office of the Coordinator of Accountability & Assessment.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent

SUBJECT: **AGREEMENT WITH THE OKEECHOBEE CITY POLICE DEPARTMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

DATE: October 13, 2020

RECOMMENDATION:

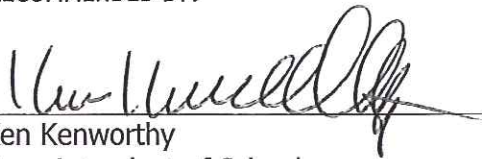
That the Board approve an agreement with the Okeechobee City Police Department for the 2020-2021 School Resource Officer program at a cost of \$95,110.00.

BACKGROUND INFORMATION:

This is a renewal agreement. The cost of the School Resource Officer program is based on two (2) Okeechobee City Police Officers with financial support from the Okeechobee County School Board, Okeechobee City Police Department, and the City of Okeechobee.

The agreement is included in Board member agendas and is available upon request in the Assistant Superintendent for Administrative Services Office.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: FLORIDA SAFE SCHOOLS ASSESSMENT EXECUTIVE SUMMARY FOR 2020-2021
DATE: October 13, 2020

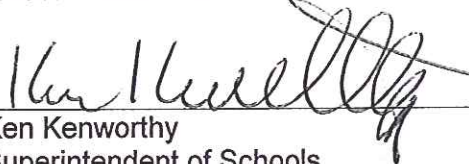
RECOMMENDATION:

That the Board approve the results of the Florida Safe Schools Assessment Executive Summary for the 2020-2021 school year.

BACKGROUND INFORMATION:

The 2020-2021 Florida Safe Schools Assessment Executive Summary is included in Board member agendas and available upon request from the Assistant Superintendent of Administrative Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **CHANGE ORDER ONE (1) FOR THE PROJECT AGREEMENT WITH WHARTON-SMITH, INC. FOR CENTRAL ELEMENTARY ROOF REPAIR AND REPLACEMENT PROJECT**

DATE: October 13, 2020

RECOMMENDATION:

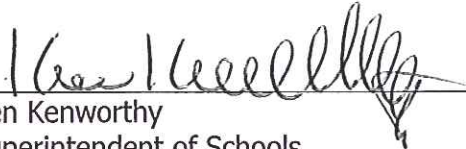
That the Board approve the Change Order One (1) to the Project Agreement with Wharton-Smith, Inc., for Roof Repair and Replacement Project and Concrete Beam Repair at Central Elementary School at the GMP cost of \$304,254.00.

BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Wharton-Smith, Inc., Board approved on April 9, 2019. This construction project will include the concrete beam repairs located at various locations primarily under the walkway covers around the school and the roof repairs for the Clinic building and the concrete walkways.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy., Superintendent of Schools

SUBJECT: **QUOTE FROM STERTIL-KONI, SOURCEWELL CONTRACT 13020-SKI FOR THE PURCHASE OF THREE WIRELESS, BATTERY-POWERED, MOBILE LIFTS**

DATE: October 13, 2020

RECOMMENDATION:

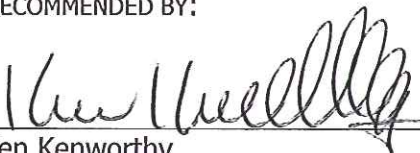
That the Board approve the Quote submitted by Stertil-Koni under Sourcewell National Procurement Contract #013020-SKI for the purchase of three Wireless, Battery-Powered, Mobile Lifts for the Transportation Department for a total cost of \$28,500.00.

BACKGROUND INFORMATION:

This is a onetime purchase of three Wireless, Battery-Powered, Mobile Lifts for use by the Okeechobee County School Board Transportation Department.

A copy of the Quote is included in Board member agendas and are available upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy., Superintendent of Schools

SUBJECT: **QUOTE FROM SUN STATE INTERNATIONAL TRUCKS, LLC-PRICING PER FL DOE BID #2020-16 TO PURCHASE SIX, 2021, SEVENTY-SEVEN PASSENGER BUSES**

DATE: October 13. 2020

RECOMMENDATION:

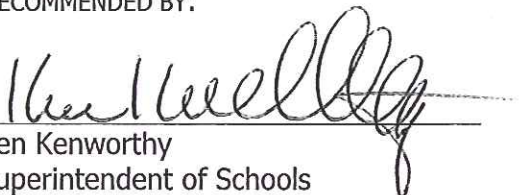
That the Board approve the Quote submitted by Sun State International Trucks, LLC. Pricing per FL DOE Bid#2020-16 for the purchase of Two (2), 2021, 77 Passenger Diesel Buses with lifts at the cost of \$227,070.00 each and Four (4) 2021, 77 Passenger Diesel Buses, no lifts, at the cost of \$435,672.00 each for a combined cost of \$662,742.00.

BACKGROUND INFORMATION:

This is a onetime purchase of six, 2021, seventy-seven Passenger Diesel Buses for use by the Okeechobee County School Board Transportation Department.

A copy of the Quote is included in Board member agendas and are available upon request in the office of the Director of Operations.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy., Superintendent of Schools

SUBJECT: **QUOTE FROM ALAN JAY FLEET SALES - SOURCEWELL CONTRACT 2020-120716
NAF FOR VAN PURCHASE**

DATE: October 13. 2020

RECOMMENDATION:

That the Board approve this Quote submitted by Alan Jay Fleet Sales - under Sourcewell National Procurement Contract #2020-120716 NAF for the purchase of a Maintenance van at the cost of \$37,376.00.

BACKGROUND INFORMATION:

This is a onetime purchase of a 2020 Ford Transit-T-250 Cargo Van for use by the Okeechobee County School Board Maintenance Department.

A copy of the Quote is included in Board member agendas and are available upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **WORK AUTHORIZATION No.002 WITH CLEMONS, RUTHERFORD AND ASSOCIATES, INC.**

DATE: October 13, 2020

RECOMMENDATION:

That the Board approve Work Authorization No.002 with Clemons, Rutherford and Associates, Inc., for Professional Architectural Services; Interior Renovations at Central Elementary at the cost of \$30,276.00.

BACKGROUND INFORMATION:

The Agreement for Continuing Professional Architectural Services was Board approved on December 10, 2019.

Interior Renovations to occur:

- Interior Renovations to Administration area
- Interior Renovations to Rooms 2-001 though 2-008

The Work Authorization and project information are included in Board member agendas. All documentation is available upon request from Brian Barrett, Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent

SUBJECT: **REQUEST FOR PROPOSAL – THE REPLACEMENT OF OKEECHOBEE HIGH SCHOOL**

DATE: October 13, 2020

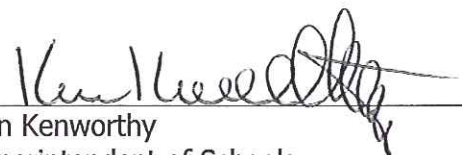
RECOMMENDATION:

That the Board ratify the release of the Request for Proposal (RFP#20/21-01) – The Replacement of Okeechobee High School.

BACKGROUND INFORMATION:

Brian Barrett, Director of Operations, released the Request for Proposal (RFP #20/21-01) on October 5, 2020. A copy of the Request for Proposal is in Board members agenda and is available for the public upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **AMENDMENT ONE (1) TO MASTER AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH WHARTON-SMITH, INC.**

DATE: October 13, 2020

RECOMMENDATION:

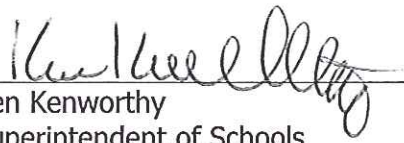
That the Board approve Amendment No. 1 to Wharton-Smith, Inc. Master Agreement for Construction Management Services.

BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Wharton-Smith, Inc., Board approved on April 9, 2019. The amendment providing that pursuant to F.S.286.061(6) it is registered with and uses E-Verify Systems, as defined in s.448.095, to verify the work authorizations status of all newly hired employees.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **PROJECT AGREEMENT WITH WHARTON-SMITH, INC. FOR OKEECHOBEE HIGH SCHOOL REROOFING AND ROOF COATING PROJECT**

DATE: October 13, 2020

RECOMMENDATION:

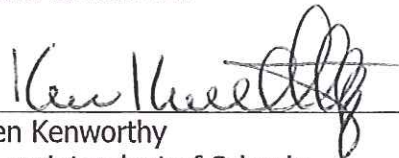
That the Board approve the Project Agreement with Wharton-Smith, Inc., for Okeechobee High School Ag Buildings, Cafeteria, Vocational and Administration Area at the GMP cost of \$400,171.00.

BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Wharton-Smith, Inc., Board approved on April 9, 2019. This construction project will include the reroofing the Barn, Bone House and Shed Buildings and applying a coating over the Cafeteria, Vocational Buildings, and Administration area roofs.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **PROJECT AGREEMENT WITH REMNANT CONSTRUCTION, LLC FOR NORTH
ELEMENTARY SCHOOL ROOFING PROJECT**

DATE: October 13, 2020

RECOMMENDATION:

That the Board approve a Project Agreement, including GMP, with Remnant Construction, LLC for North Elementary School Roofing at the Guaranteed Maximum Price of \$607,493.39.

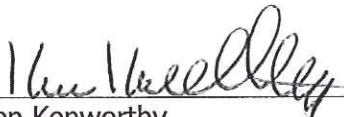
BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Remnant Construction, LLC, Board approved on April 9, 2019 and continuing through April 8, 2022. This construction project removal and replacement of the existing roofing systems.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:

31



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROJECT AGREEMENT WITH REMNANT CONSTRUCTION, LLC FOR ADMINISTRATION BUILDING BOARDROOM EXPANSION**
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve a Project Agreement , including GMP, with Remnant Construction, LLC for Boardroom Expansion at the Okeechobee County School Board Administration Building at the Guaranteed Maximum Price of \$76,430.95.

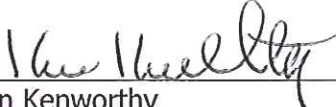
BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Remnant Construction, LLC, Board approved on April 9, 2019 and continuing through April 8, 2022. This construction project will include selective demolition, drywall, framing, painting, flooring, acoustical ceilings, HVAC and electrical work to expand the existing Boardroom of the Administration Building.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:

32



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROJECT AGREEMENT WITH REMNANT CONSTRUCTION, LLC FOR ADMINISTRATION BUILDING LOBBY (2ND FLOOR) CEILING/JOISTS AND BEAMS**
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve a Project Agreement, including GMP, with Remnant Construction, LLC for Repairs of the 2nd Floor Lobby Ceiling/Joists and Beam Repair at the Okeechobee County School Board Administration Building at the Guaranteed Maximum Price of \$79,118.84.

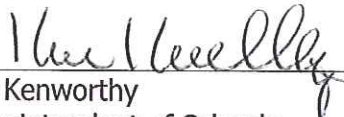
BACKGROUND INFORMATION:

This is a Continuing Construction Management Agreement with Remnant Construction, LLC, Board approved on April 9, 2019 and continuing through April 8, 2022. This construction project will include selective demolition, structural steel, drywall, framing, painting, flooring, acoustical ceilings, and electrical work to repair and reinforce the lobby ceiling structure of the Administration Building.

The Project Agreement is included in Board member agendas and available in the office of the Director of Operations.

RECOMMENDED BY:

33



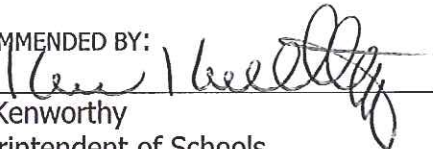
Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: 2020-2021 OUT-OF-FIELD TEACHERS
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve the following Out-of-Field Teachers for the 2020-2021:

Okeechobee Virtual School	
Erickson, Kaela	Mathematics Grades 6-12
Erickson, Kaela	ESOL

RECOMMENDED BY: 
Ken Kenworthy
Superintendent of Schools

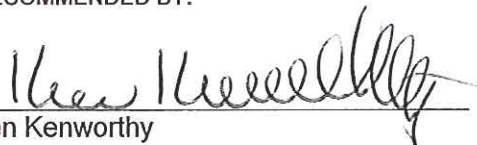
TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF PERSONNEL**
DATE: October 13, 2020

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Arnold, Jessica	Food Service Assistant, 6 HR	Okeechobee Freshman Campus	09/11/2020
Britt, Marty	Office Aide, Guidance	Okeechobee Virtual School	10/02/2020
Conner, Dennis	Bus Driver, 6 HR	Transportation Department	09/28/2020
Hornung, Eden Jill	Teacher, Health OCC	Okeechobee High School	10/12/2020
Huddleston, Siara	Health Aide	Okeechobee Achievement Academy	09/10/2020
Hurst, Casey	Teacher, PE	South Elementary School	09/14/2020
Levins, Bryan	IT Specialist	IT Department	09/28/2020
Morrow, Anna-OOF-ESOL, Reading, Social Science, English	Teacher, Language Arts-M/J & Social Studies-M/J	Osceola Middle School	09/11/2020
Stripling, Caitlyn	Clerical Aide	Central Elementary School	09/14/2020
Watford, Cassidy	Clerical Aide	Yearling Middle School	08/27/2020
Wigfall, Devion	Paraprofessional, PE	Seminole Elementary School	09/15/2020
Wright, Sierra	Food Service Assistant, 6 HR	Osceola Middle School	08/27/2020

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: October 13, 2020

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Arroyo, Carlos	Sub Custodian	10/01/2020
Jolliff, Samantha	Sub Custodian	09/14/2020
Miller, Thomas	Sub Custodian	09/25/2020
Stout, Sandra	Sub Custodian	08/24/2020

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: October 13, 2020

RECOMMENDATION:

That resignations for the following personnel be accepted:

Name	Position	School or Center	Effective Date
Conner II, Eric	Teacher, Language Arts-M/J	Yearling Middle School	09/28/2020
Harris, Crystal	Permanent Food Service Substitute	Food Service Department	09/30/2020
Hurst, Casey	Paraprofessional, Elementary	Seminole Elementary School	09/14/2020
Lopez, Asuncion	Secretary, Staff Development	District Office	10/19/2020
Menendez, Carri	Educational Interpreter, ESE	Exceptional Child Education	09/28/2020
Morrow, Anna	Teacher, Second Grade	Everglades Elementary School	09/03/2020
Sluder, Lance	Teacher, Social Studies-M/J	Yearling Middle School	10/05/2020
Straight, Dana	Food Service Assistant, 6 HR	North Elementary School	09/14/2020

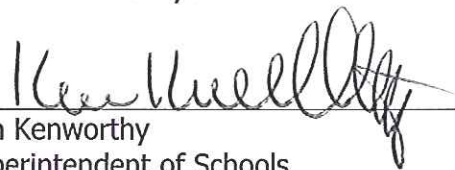
That Jessica Colosimo, Teacher, Fifth Grade, South Elementary School, be terminated as a probationary employee effective September 28, 2020, in accordance with Florida Statute 1012.335.

That the resignation of Thomas Messing, Bus Driver, Transportation, be accepted with prejudice effective September 8, 2020, due to lack of sufficient notice.

That the resignation of Erin Perman, Teacher, PE, Yearling Middle School, be accepted with prejudice effective September 14, 2020, due to lack of sufficient notice.

That the resignation of Brianna Resendiz, Paraprofessional, Elementary, Central Elementary School, be accepted with prejudice effective September 21, 2020, due to lack of sufficient notice.

Recommended By:


 Ken Kenworthy
 Superintendent of Schools

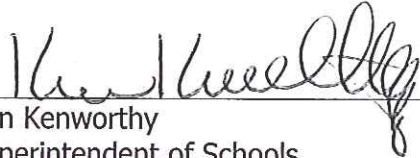
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LEAVE REQUESTS**
DATE: October 13, 2020

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>
Ford, Sara	Okeechobee High School	Short Term	08/31/2020	10/30/2020
Ruiz, Marie (Revised)	Okeechobee High School	Short Term	08/03/2020	09/07/2020
Yates, Marlana	Osceola Middle School	Short Term	09/14/2020	11/02/2020

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 2020-2021**
DATE: October 13, 2020

RECOMMENDATION:

That the following personnel be added to the Substitute Teacher List for the 2020-2021 school year:

<u>Name</u>	<u>Rank</u>
Bush, Cherie	II
Rodriguez, Dawn Marie	III
Wasson, Lydia	III
Welborn, Emily	I

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

RECOMMENDED BY:

39



Ken Kenworthy
Superintendent of Schools

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

DATE: October 13, 2020

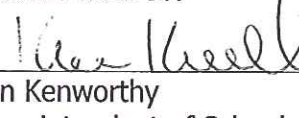
RECOMMENDATION:

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>
Bates, Angela	Teacher incentive for Rising K Summer Program	\$550.00	June 23 - July 16, 2020	Rising Kindergarten Grant
Clark, Amanda	ESOL Endorsement – 300 Hours	\$1,000.00	07/23/2020 - 09/23/2020	#1137 - ESOL Training
Dodson, Amanda	Reading Endorsement - Passed SAE	\$1,300.00	09/25/2020	#11390 - Reading Training
Goodman, Carol	Initial Recruitment Bonus (WS)	\$350.00	N/A	Transportation Budget
Guijosa, Ana	Facilitate GED Testing	\$10.00 Per Hour	4 Hour Per Day, Up to 3 Days Per Month 10/6/20 – 6/30/21	#1105 – Community Education Fee Support
Mulvey, Jennifer	Teacher incentive for Rising K Summer Program	\$550.00	June 23 - July 16, 2020	Rising Kindergarten Grant
Nieto, Ricardo	ESOL Endorsement - 120 Hours	\$1,000.00	04/30/2020 - 9/30/2020	#1137 - ESOL Training
Nieto, Ricardo	Reading Endorsement - Passed SAE	\$650.00	09/30/2020	#11390 - Reading Training
Peaden, Cassie	Reading Endorsement – Passed SAE	\$650.00	09/16/2020	#11390 - Reading Training
Peaden, Melisa	Final Recruitment Bonus (OA)	\$350.00	N/A	Transportation Budget
Presley, Pamela	Reading Endorsement - Passed SAE	\$650.00	08/31/2020	#11390 - Reading Training
Raulerson, Rachel	ESOL Endorsement – 300 Hours	\$1,000.00	08/19/2015– 08/30/2020	#1137 - ESOL Training
Roehm, Daryl	<u>Additional Class Period – 7th Period Vocational CTE Students</u>	Hourly Rate of Pay	2020-21	OHS Budget
Thomas, Rita	Initial Recruitment Bonus (TB)	\$350.00	N/A	Transportation Budget
Wagoner, Jennifer	Reading Endorsement – Passed SAE	\$650.00	09/18/2020	#11390 - Reading Training
Wheeler, Greta	Final Recruitment Bonus (PT)	\$350.00	N/A	Food Service Budget
Whitaker, Sharon	Facilitate GED Testing	\$23.00 Per Hour	4 Hour Per Day, Up to 3 Days Per Month 10/6/20 – 6/30/21	#1105 – Community Education Fee Support

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

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

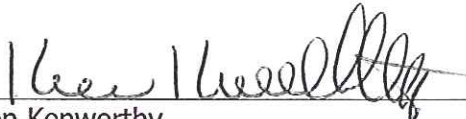
TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSFER OF PERSONNEL**
DATE: October 13, 2020

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Farless, Catherine	Teacher, Language Arts-Senior High Okeechobee High School	Teacher, Fourth Grade Okeechobee Virtual	08/27/2020
Stephan-Smith, Jesse OOF-Elementary Ed & Reading	Teacher, Math-Senior High Okeechobee Youth Correction Center	Teacher, Fifth Grade South Elementary School	10/01/2020

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: APPROVAL OF GED TEST ADMINISTRATOR
DATE: October 13, 2020

RECOMMENDATION :

That the Board approve the following employees to administer the GED tests scheduled for the 2020 – 21 school year:

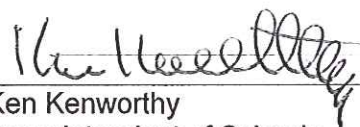
- Ana Guijosa
- Hope Sheppard
- Sharon Whitaker
- Britani Stanley

BACKGROUND INFORMATION:

The employees have been trained and certified as a test administrator by Pearson VUE. Test administrators will be scheduled by the Coordinator of K-12 Accountability & Assessment.

RECOMMENDED BY:

42



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **2020-21 COURSE OF STUDY FOR GRADES 9-12**
DATE: October 13,2020

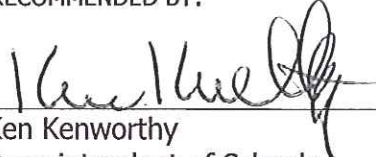
RECOMMENDATION:

That the Board approve the Course of Study for grades 9-12 for the 2020-21 academic year.

BACKGROUND INFORMATION:

The Course of Study listing is included in the Board member agendas and is available upon request from the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TITLE I, PART C MIGRANT EDUCATION PROGRAM
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve the Title I, Part C, Migrant Education Program in the amount of \$635,277.00 for the 2020-2021 project year.

BACKGROUND INFORMATION:

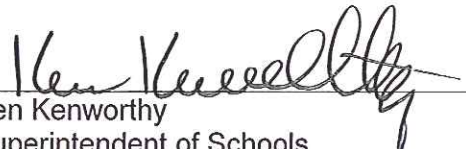
Title I, Part C funds seven (7) migrant advocates to identify and support migrant students and families. Funds also provide tutorial programs at secondary schools, wrap-around care for prekindergarten 4-year olds, and school supplies and materials for migrant students. The funded amount reflects an increase of \$10,416.00 in comparison to the 2019-2020 project year.

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

The grant application/award pages and budget pages are included in Board member agendas. The complete application is available upon request in the office of the Coordinator of Grants & Special Programs.

RECOMMENDED BY:

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Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TITLE I, PART A GRANT APPLICATION FOR IMPROVING THE ACADEMIC ACHIEVEMENT OF DISADVANTAGED
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve the Title I, Part A, Grant application for Improving the Academic Achievement of the Disadvantaged in the amount of \$1,979,766.00 for the 2020-2021 project year.

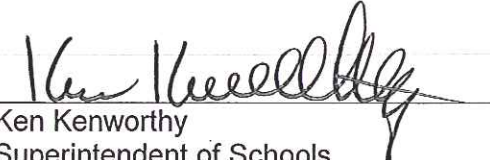
BACKGROUND INFORMATION:

This is a renewal grant application. Title I, Part A, funds reading coaches and paraprofessionals at Title I schools. It also funds supplemental materials, equipment and professional development for teachers in Title I schools. All professional development shall comply with provisions in the negotiated personnel contracts.

The grant application/award pages and budget pages are included in Board member agendas. The complete application is available upon request in the office of the Coordinator of Grants & Special Programs.

RECOMMENDED BY:

45


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TITLE IV GRANT APPLICATION FOR STUDENT SUPPORT AND ACADEMIC ENRICHMENT
DATE: October 13, 2020

RECOMMENDATION:

That the Board approve the Title IV, Student Support and Academic Enrichment Program in the amount of \$155,175.00 for the 2020-2021 project year.

BACKGROUND INFORMATION:

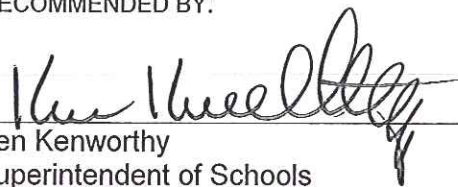
Funds from this grant will be used for AVID Professional Development, the Agriculture program at Everglades Elementary, and supplemental science materials, opportunities, and tutoring at all school sites. Title IV will also fund activities for Social-Emotional Learning and Parent Engagement as well as a portion of the salary for a Behavior Interventionist. Training for administrative and instructional staff will also be provided from Title IV funds via Instruction Partners.

The funded amount reflects an increase of \$3,594.97 as compared to the 2019-2020 application.

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

The grant application/award pages and budget pages are included in Board member agendas. The complete application is available upon request from the Director of Grants & Special Programs.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **AMENDMENT TO 2020 STANDARD RATE AGREEMENT WITH THE OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS/OKEECHOBEE SENIOR SERVICES**

DATE: October 13, 2020

RECOMMENDATION:

That the Board approve this Amendment to the 2020 Standard Rate Agreement with the Okeechobee County Board of County Commissioners/Okeechobee Senior Services and the Okeechobee County School Board's Food Service Department to provide meals for the Home Delivered Meals Program.

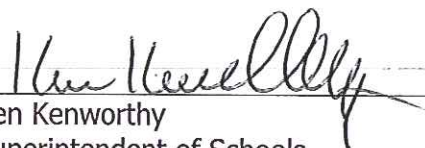
BACKGROUND INFORMATION:

The amendment to the agreement will provide up to 6,500 lunch meals for the Home Delivered Meals program at the price of \$4.15 per meal, not to exceed \$26,975.00. This agreement shall be effective from October 8, 2020 and shall terminate at midnight December 31, 2020. The agreement may be extended by written agreement of both parties for a mutually agreed upon period.

A copy of the Amended 2020 Standard Rate Agreement is included in Board member agendas and is available in the office of the Supervisor of Food Service.

RECOMMENDED BY:

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Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: SCHOOL ADVISORY COUNCIL APPOINTMENTS
DATE: October 13, 2020


RECOMMENDATION:

That the Board approve appointments of School Advisory Council members for the 2020-2021 school year. These lists have been verified and meet the requirements of Florida Statute 1001.452 *District and School Advisory Councils*. Each SAC team is composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school.

CENTRAL ELEMENTARY	NORTH ELEMENTARY	SEMINOLE ELEMENTARY
Cynthia Kubit	Dr. Tuuli Robinson	Dr. Thelma Jackson
Conception Medrano	Rosa Velasquez	Chris Peaden
Maria Baltazar	April Butler	Vanesa Huerta
Dorothy Anderson	Jasmine Bernal	Kwanza Middlebrooks
Ja'Juanza Ford	Jennifer Pung	Bonnie Burch
Angela Aguirre	Marlene Gonzalez	Whitley Burch
Estella Richards	Tyler Crenshaw	Nayeli Vargas
Christina Norman (parent)		Francisco Sanchez
		Rosa Ruiz
EVERGLADES ELEMENTARY	SOUTH ELEMENTARY	Eduardo Espinoza-Vasquez
Jenni Ellis	Emily Streelman	Adela Nunez
Debbie Ronkko	Dana Tedders	America Najera Gonzalez
Daisy Samuel	Gabby Cox	Jose Urieta Sanchez
Melanie Stinnett	Kathryn Selvey	Vanessa Sanchez
Eliseo Fonseca	Yabel Zarrella	Victoria Luviano
Maria Mercado	Dowling Watford	Gabriela Martinez
Leticia Espinoza	Phylicia Cortes	Emily Freeman
Michael Palomino	Betsey LaFoy	Sandra Altman
Reyna Montoya	Tamara Cort	Michelle Bishop
Rachel Trent	Stephanie Lee	Danielle Maes
Windi Smith	Miranda Chandler	Maribel Gonzalez
Danielle Wyatt	Emily Laughlin	Judy Reed Hubbard
Melissa Yates	Luz Nevarez	Patricia Bolan
Claudia Rodriguez	Audrey Ponce	
Ana Todd	Tiffany Koger	
Cheryl Hollin	JD Mixon	
Amanda Dodson	Robert Beall	
	Teresa Larra-Ramirez	
	Michele Clanton	
	Casey Walker	
	Christina Piper	

<u>OKEECHOBEE HIGH SCHOOL</u>	<u>FRESHMAN CAMPUS</u>	<u>OSCEOLA MIDDLE SCHOOL</u>
Lauren Myers	Vicki Goggans	Sean Downing
Cheryl Worlow	Elizabeth Pigman	Mark Mayer
Maria Cisneros	Jennifer Mulvey	Andee Garcia
Ilina Garcia	Ana Guijosa	Iris Villegas
Nancy Sparkman	Sandra Varillas	Michelle Cohen
Gwendolyn Crawford	Paul Varillas	Sandra Varillas
Libby Pigman	Elizabeth Fox	Keila Presentia
Sherry Conrad	Nicole Beatty	Rocco Cohen
Lonnie Steiert	Isaura Henry	Jack Washington
Michelle Cohen	Landon Doyle	
Joann Hickman	Princesa Lopez	
Aracely Cisneros	Sanye Washington	
Ganessa Garcia	Glenn Mulvey	
Jose Cisneros		
Ashley Kidd		
Clindy Kruger		
<u>OKEECHOBEE VIRTUAL SCHOOL</u>	<u>OKEE ACHIEVEMENT ACADEMY</u>	<u>YEARLING MIDDLE SCHOOL</u>
Bryan VanCamp	Bryan VanCamp	David Krakoff
Alicia Woodall	Alicia Woodall	Kim Johnson
Rozelle Bradley	Rozelle Bradley	Patricia Grant
Joe Entwistle	Joe Entwistle	Robert Stewart
Linda Jolly	Linda Jolly	Andrew Stewart
Venessa Cano	Venessa Cano	Cornelio Benitez
Sarah Harrington	Sarah Harrington	Odalis Garcia
Alexis Crowell	Jose Santiago	David Medrano
Angela Aguirre	Kristy Valladares	Mario Nunez
Francisco Sanchez	Carlos Gonzalez	Antonio Yanez
Carlos Gonzalez	Elvis Yates	Russ Brown
Angela Smith	Donald Abbit	Dalton Watford
Justice Rodriguez	Armando Rodriguez	Kimberly Asselin
Jacob Adams	Hanna Abbit	Hilda Medrano
La'lke McNeil	La'lke McNeil	Ana Huerta
Donna Kersey	Donna Kersey	Janette Montoya
		Wendy Moreno
		Jose Montoya
		Maria Montoya
		Jenny Pung
		Kellyann Campbell
		Katie Rodriguez
		Sophia Caves
		Maria De La Cruz
		Jessica Lowe
		Megan Williamson
		Brande Cobb

RECOMMENDED BY:

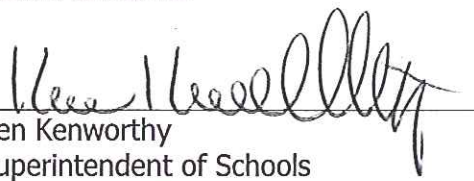

 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROPERTY DISPOSAL LIST #2 FOR THE 2020-21 FISCAL YEAR**
DATE: October 13, 2020

RECOMMENDATION:

That the items listed on the attached Property Disposal List #2 for the 2020-21 fiscal year be declared as surplus, to be removed from property records, and that the Superintendent be authorized to donate or sell such items in accordance with state statute.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

OKEECHOBEE COUNTY SCHOOL BOARD
Property Disposal - 2020-2021 #2

Property Number	Description	Cost	Condition	School/Cost Center
5544f	Dell Laptop	805.09	obsolete	CES
5725f	Dell Laptop	805.09	obsolete	CES
5702f	Dell Laptop	805.09	obsolete	CES
21522	Dell Laptop	1,770.04	obsolete	CES
5714f	Dell Laptop	805.09	obsolete	CES
5742f	Dell Laptop	805.09	obsolete	CES
7890f	Dell Latitude E5530	833.30	obsolete	CES
7875f	Dell Latitude E5530	833.30	obsolete	CES
5726f	Dell Laptop	805.09	obsolete	CES
5608f	Dell Laptop	805.09	obsolete	CES
5717f	Dell Laptop	805.09	obsolete	CES
7902f	Dell Latitude E5530	833.30	obsolete	CES
5290f	Dell Laptop	805.09	obsolete	CES
7888f	Dell Latitude E5530	833.30	obsolete	CES
5581f	Dell Laptop	805.09	obsolete	CES
5692f	Dell Laptop	805.09	obsolete	CES
5704f	Dell Laptop	805.09	obsolete	CES
5565f	Dell Laptop	805.09	obsolete	CES
5528f	Dell Laptop	805.09	obsolete	CES
5549f	Dell Laptop	805.09	obsolete	CES
21525	Dell Laptop	1,770.04	obsolete	CES
5568f	Dell Laptop	805.09	obsolete	CES
21877	Lenovo Laptop E530	1,033.22	obsolete	CES
21860	Lenovo Laptop E530	1,033.22	obsolete	CES
5548f	Dell Laptop	805.09	obsolete	CES
5589f	Dell Laptop	805.09	obsolete	CES
21519	Dell Laptop	1,770.04	obsolete	CES
5712f	Dell Laptop	805.09	obsolete	CES
4089f	Dell Laptop	1,541.00	obsolete	CES
5696f	Dell Laptop	805.09	obsolete	CES
21871	Lenovo Laptop E530	1,033.22	obsolete	CES
21874	Lenovo Laptop E530	1,033.22	obsolete	CES
7895f	Dell Latitude E5530	833.30	obsolete	CES
21876	Lenovo Laptop E530	1,033.22	obsolete	CES
21879	Lenovo Laptop E530	1,033.22	obsolete	CES
7893f	Dell Latitude E5530	833.30	obsolete	CES
7900f	Dell Latitude E5530	833.30	obsolete	CES
7877f	Dell Latitude E5530	833.30	obsolete	CES
5387f	Dell Laptop	805.09	obsolete	CES
5700f	Dell Laptop	805.09	obsolete	CES
21517	Dell Laptop	1,770.04	obsolete	CES
21867	Lenovo Laptop E530	1,033.22	obsolete	CES
7899f	Dell Latitude E5530	833.30	obsolete	CES
7878f	Dell Latitude E5530	833.30	obsolete	CES
7897f	Dell Latitude E5530	833.30	obsolete	CES
7903f	Dell Latitude E5530	833.30	obsolete	CES

OKEECHOBEE COUNTY SCHOOL BOARD

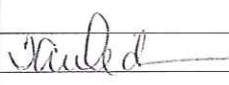
Property Disposal - 2020-2021 #2

Property Number	Description	Cost	Condition	School/Cost Center
7884f	Dell Latitude E5530	833.30	obsolete	CES
7880f	Dell Latitude E5530	833.30	obsolete	CES
7882f	Dell Latitude E5530	833.30	obsolete	CES
7874f	Dell Latitude E5530	833.30	obsolete	CES
7894f	Dell Latitude E5530	833.30	obsolete	CES
7887f	Dell Latitude E5530	833.30	obsolete	CES
7876f	Dell Latitude E5530	833.30	obsolete	CES
8064f	Dell Laptop	843.70	obsolete	CES
8077f	Dell Laptop	843.70	obsolete	CES
7898f	Dell Latitude E5530	833.30	obsolete	CES
7886f	Dell Latitude E5530	833.30	obsolete	CES
4845f	Dell Laptop	1,658.52	obsolete	CES
8074f	Dell Laptop	843.70	obsolete	CES
6190f	Cannon Scanner	1,496.00	obsolete	CES
6679f	Dell Desktop	901.17	obsolete	CES
7248f	Dell Desktop	878.80	obsolete	CES
7714f	DT-Optiplex 790 computer	906.74	obsolete	CES
6687f	Dell Desktop	901.17	obsolete	CES
6575f	Dell Desktop	901.17	obsolete	CES
6433f	Dell Desktop	977.71	obsolete	CES
6819f	Dell Desktop	925.97	obsolete	CES
5818f	Dell Desktop	998.90	obsolete	CES
6425f	Dell Desktop	977.71	obsolete	CES
6576f	Dell Desktop	901.17	obsolete	CES
6444f	Dell Desktop	977.71	obsolete	CES
6674f	Dell Desktop	901.17	obsolete	CES
6578f	Dell Desktop	901.17	obsolete	CES
5816f	Dell Desktop	998.90	obsolete	CES
6577f	Dell Desktop	901.17	obsolete	CES
6649f	Dell Desktop	901.17	obsolete	CES
6641f	Dell Desktop	901.17	obsolete	CES
7718f	DT-Optiplex 790 computer	906.74	obsolete	CES
7736f	Dell Desktop	856.95	obsolete	CES
6420f	Dell Desktop	977.71	obsolete	CES
7752f	Dell Desktop	892.79	obsolete	EES
7314f	Dell Desktop	877.00	obsolete	EES
7306f	Dell Desktop	877.00	obsolete	EES
7455f	Dell Desktop	905.20	obsolete	EES
7463f	Dell Desktop	877.00	obsolete	EES
7478f	Dell Desktop	877.00	obsolete	EES
7485f	Dell Desktop	877.00	obsolete	EES
7643f	Dell Desktop	906.74	obsolete	EES
7645f	Dell Desktop	906.74	obsolete	EES
7644f	Dell Desktop	906.74	obsolete	EES
7640f	Dell Desktop	906.74	obsolete	EES
7642f	Dell Desktop	906.74	obsolete	EES

OKEECHOBEE COUNTY SCHOOL BOARD
Property Disposal - 2020-2021 #2

Property Number	Description	Cost	Condition	School/Cost Center
7641f	Dell Desktop	906.74	obsolete	EES
7657f	Dell Desktop	906.74	obsolete	EES
7646f	Dell Desktop	906.74	obsolete	EES
7647f	Dell Desktop	906.74	obsolete	EES
7648f	Dell Desktop	906.74	obsolete	EES
7649f	Dell Desktop	906.74	obsolete	EES
7651f	Dell Desktop	906.74	obsolete	EES
7653f	Dell Desktop	906.74	obsolete	EES
7658f	Dell Desktop	906.74	obsolete	EES
7650f	Dell Desktop	906.74	obsolete	EES
7654f	Dell Desktop	906.74	obsolete	EES
7655f	Dell Desktop	906.74	obsolete	EES
7656f	Dell Desktop	906.74	obsolete	EES
7659f	Dell Desktop	906.74	obsolete	EES
7485f	Dell Desktop	877.00	obsolete	EES
7307f	Dell Desktop	877.00	obsolete	EES
7309f	Dell Desktop	877.00	obsolete	EES
7315f	Dell Desktop	877.00	obsolete	EES
7322f	Dell Desktop	877.00	obsolete	EES
7582f	Dell Desktop	866.63	obsolete	EES
7591f	Dell Desktop	866.63	obsolete	EES
7442f	Dell Desktop	883.29	obsolete	EES
7580f	Dell Desktop	866.63	obsolete	EES
7583f	Dell Desktop	866.63	obsolete	EES
6329f	Dell Desktop	1,053.31	obsolete	EES
5880f	Dell Desktop	814.88	obsolete	EES
3897f	Dell Desktop	1,355.00	obsolete	EES
3889f	Dell Desktop	1,355.00	obsolete	EES
6829f	Dell Desktop	901.17	obsolete	EES
5866f	Dell Desktop	814.88	obsolete	EES
4485f	Dell Desktop	1,067.35	obsolete	EES
3883f	Dell Desktop	1,355.00	obsolete	EES
3885f	Dell Desktop	1,355.00	obsolete	EES
6891f	Dell Desktop	901.17	obsolete	EES
6830f	Dell Desktop	901.17	obsolete	EES
6823f	Dell Desktop	901.17	obsolete	EES
5690f	Dell Desktop	805.09	obsolete	EES
4262f	Dell Desktop	1,114.00	obsolete	EES
4241f	Dell Desktop	1,114.00	obsolete	EES
4913f	HP laserjet printer	2,455.00	obsolete	EES
4263f	Chromebook cart	790.00	obsolete	EES
4264f	Chromebook cart	790.00	obsolete	EES
4265f	Chromebook cart	790.00	obsolete	EES
21071	Chromebook cart	1,401.00	obsolete	EES
21631	POS Touchscreen	1,738.50	unrepairable	FS
22595	POS Touchscreen	1,928.15	unrepairable	FS

OKEECHOBEE COUNTY SCHOOL BOARD
Property Disposal - 2020-2021 #2

Property Number	Description	Cost	Condition	School/Cost Center
22593	POS Touchscreen	2,191.40	unrepairable	FS
22237	Dell Latitude 15 1500	1,078.78	unrepairable	FS
7325f	Lenovo Think Centre	983.00	obsolete	GSP
7326f	Lenovo Think Centre	983.00	obsolete	GSP
7327f	Lenovo Think Centre	983.00	obsolete	GSP
7328f	Lenovo Think Centre	983.00	obsolete	GSP
7329f	Lenovo Think Centre	983.00	obsolete	GSP
7330f	Lenovo Think Centre	983.00	obsolete	GSP
7331f	Lenovo Think Centre	983.00	obsolete	GSP
7333f	Lenovo Think Centre	983.00	obsolete	GSP
7334f	Lenovo Think Centre	983.00	obsolete	GSP
7337f	Lenovo Think Centre	983.00	obsolete	GSP
7339f	Lenovo Think Centre	983.00	obsolete	GSP
7340f	Lenovo Think Centre	983.00	obsolete	GSP
7341f	Lenovo Think Centre	983.00	obsolete	GSP
7369f	Lenovo Think Centre	983.00	obsolete	GSP
7370f	Lenovo Think Centre	983.00	obsolete	GSP
7372f	Lenovo Think Centre	983.00	obsolete	GSP
7373f	Lenovo Think Centre	983.00	obsolete	GSP
21232	Dell Desktop	1,019.29	obsolete	NES
20997	Dell Laptop	1,079.53	obsolete	OHS
20548	Dell Laptop	2,183.00	obsolete	OHS
20557	Dell Laptop	2,183.00	obsolete	OHS
3964f	Dell Laptop	1,995.00	obsolete	OHS
20135	Linestripper w/ 7 gal tank	1,486.75	unrepairable	OHS
20903	Polisher w/ pad assembly	778.66	unrepairable	OHS
20868	Treadmill	5,830.00	unrepairable	OMS
		169,628.08		
County Custodian:			Date: 9/30/2020	
Superintendent:			Date:	
School Board Chairman:			Date:	

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR AUGUST, 2020**
DATE: October 13, 2020

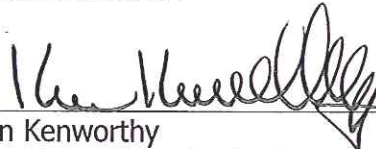
RECOMMENDATION:

That the Monthly Financial Statement for August, 2020, 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 #2 FOR AUGUST, 2020**
DATE: October 13, 2020

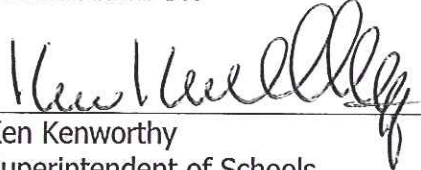
RECOMMENDATION:

That Budget Amendment #2 for August, 2020, 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 SEPTEMBER, 2020**
DATE: October 13, 2020

RECOMMENDATION:

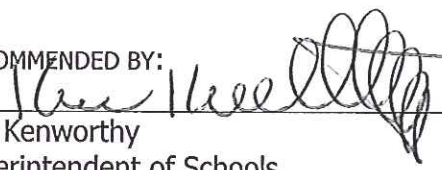
That the Warrant Register for September, 2020, be approved as follows:

General Disbursement Account – Warrants #177938 thru #178354 and ACH #202100071 thru #202100446 and Wire Transfers #202000098 thru #202000228

Operating General Fund	\$2,844,623.05
Federal Programs Fund	54,484.47
Food Service Fund	170,160.78
Capital Improvement Fund	<u>357,107.23</u>
Total	\$ 3,426,375.53

Also include are July 2020 wire totaling \$404,408.97 from Operating General Fund.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools