



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

AGENDA FOR REGULAR ZOOM MEETING

<https://us02web.zoom.us/j/85419917926?pwd=Ok5Ed1o4OUxINTVoV09Rb1F1THV2UT09>

Meeting ID: 854 1991 7926, Passcode: 838675

**DECEMBER 8, 2020
6:00 P.M.**

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

I.	<u>Call to Order</u>	
	A. Prayer	
	B. Pledge of Allegiance	
II.	<u>Adoption of the Agenda</u>	
III.	<u>Resolutions</u>	
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-----Scheduled Recess-----		
IV.	<u>Employment Termination Hearing for Jacqueline Skinner</u>	2
V.	<u>Items for Action</u>	
	A. Amendment of Board Policy 3.33 <u>Prohibition of Harassment</u>	3
	B. Amendment of Board Policy 5.321* <u>Bullying and Harassment</u>	4
	C. Amendment of Board Policy 5.325* <u>Dating Violence and Abuse</u>	5
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	C. School Board Attorney	
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The next regular School Board meeting is Tuesday, January 19, 2021, 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
TO HONOR
BILLIE JEAN REYNOLDS

Whereas, the Okeechobee County School District has sustained a serious loss with the passing of Billie Jean Reynolds on September 16, 2020; and

Whereas, the School Board held Billie Jean Reynolds in high regard as a friend to education and as an involved citizen of the community; and

Whereas, this School Board attributes to Mrs. Reynolds sound leadership during her 15 years (1967-1982) as a School Board member and as Vice Chairman or Chairman of the Board for a total of 11 years; and

Whereas, this School Board is appreciative of the support of Billie Jean Reynolds for the Okeechobee County School District's goals toward excellence which we continue to strive to attain; and

Whereas, this school system is proud to have had the influence of Billie Jean Reynolds as one of its School Board members.

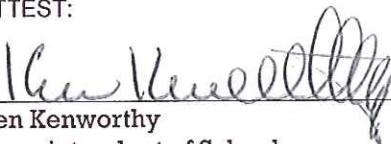
Now Therefore Be It Resolved by the School Board of Okeechobee County, Florida, that the members of this Board and the Superintendent deeply regret the passing of this prominent citizen and School Board member, and we do hereby extend our deepest sympathy to the family of Billie Jean Reynolds.

Be It Further Resolved that this Resolution be spread upon the pages of this Board's minutes and that a copy signed by all members of this Board and the Superintendent be presented to her family.

Adopted at a regular meeting of the School Board of Okeechobee County, Florida, this 8th day of December, 2020.

OKEECHOBEE COUNTY SCHOOL BOARD
OKEECHOBEE, FLORIDA

ATTEST:



Ken Kenworthy
Superintendent of Schools

Amanda Riedel, Chairman

Melisa Jahner, Vice Chairman

Joe Arnold

Jill Holcomb

Malissa Morgan





OKEECHOBEE COUNTY SCHOOL BOARD

AGENDA EMPLOYMENT HEARING

<https://us02web.zoom.us/j/85419917926?pwd=Ok5Ed1o4OUxINTVoV09Rb1FITHV2UT09>
Meeting ID: 854 1991 7926, Passcode: 838675

**DECEMBER 8, 2020
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I. Employment Termination Hearing for Jacqueline Skinner

A. Call Hearing to Order – Chairman Riedel

B. Introductory Statement – Chairman Riedel

This is a hearing on the recommendation of the Superintendent for the termination of employment of Jacqueline Skinner. The hearing is being held in accordance with School Board Policy 6.52 and Florida Statutes 1012.33, 120.569, and 120.57.

The School Board's Attorney will present the procedural history and recommended action. Then counsel for both parties shall have the opportunity to make any arguments they wish to make to the Board, if any. At the conclusion of their respective presentations, the School Board Members may ask questions to the counsel for the parties, if desired.

Once the presentations have been completed, the School Board members will deliberate and rule on the recommendation from the Superintendent.

The School Board's Attorney will explain to the School Board members and answer issues and questions of procedure as these questions arise during the course of the hearing.

C. School Board Attorney Presentation

On May 18, 2020, Superintendent Ken Kenworthy provided Jacqueline Skinner with written notice of his intent to recommend termination of Jacqueline Skinner's employment to the School Board. Jacqueline Skinner requested an administrative hearing. On June 24, 2020, the School Board referred the matter to the Division of Administrative Hearings ("DOAH") to conduct an administrative hearing. A DOAH hearing was held on September 1, 2020, at which both parties were represented by legal counsel. On October 22, 2020, the Honorable Administrative Law Judge Kilbride issued a Recommended Order which contained the recommendation that the School Board enter a Final Order terminating the employment of Jacqueline Skinner based on the Findings of Fact and Conclusions of Law contained in the Recommend Order.

D. Presentations by Counsel for the Parties

Argument by Counsel for the Parties.

E. School Board Member Deliberation and Decision – Chairman Riedel

After presentations have been completed, the School Board members will deliberate and upon motion, duly seconded, vote on the recommendation from the Superintendent. Any action proposed by the Board will require a motion and second. A majority vote of the membership of the School Board shall be required to sustain the Superintendent's recommendation. The issues for the School Board's consideration include the following: The School Board will take action on

the Superintendent's recommendation to suspend Jacqueline Skinner's employment without pay as of May 19, 2020, and terminate the employment of Jacqueline Skinner effective December 8, 2020. The School Board will take action on the Recommended Order rendered by the Administrative Law Judge in the above-referenced matter, entered October 22, 2020. The School Board will consider entering a Final Order terminating the employment of Jacqueline Skinner effective December 8, 2020.

F. Board Decision

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.

**THE SCHOOL BOARD OF
OKEECHOBEE COUNTY, FLORIDA**

OKEECHOBEE COUNTY SCHOOL BOARD,

Petitioner,

v.

Case No. 20-2889

JACQUELINE SKINNER,

Respondent.

FINAL ORDER

THIS CAUSE came before THE SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA, (hereafter referred to as "SCHOOL BOARD") at its meeting conducted on December 8, 2020, to consider the Recommended Order entered on October 22, 2020, by the Honorable Robert L. Kilbride, Administrative Law Judge ("ALJ") of The Division of Administrative Hearings ("DOAH"), consisting of Findings of Fact, Conclusions of Law, and a Recommendation. The SCHOOL BOARD, having reviewed the complete record, heard argument from the parties, and having been otherwise fully advised in the premises, hereby **ORDERS** and **ADJUDGES** as follows:

FACTS

1. On May 18, 2020, Superintendent of the SCHOOL BOARD Ken Kenworthy provided Respondent Skinner with written notice of his intent to recommend termination of Skinner's employment to the SCHOOL BOARD.
2. Respondent requested an administrative hearing.
3. On June 24, 2020, the SCHOOL BOARD referred the matter to the DOAH to conduct an administrative hearing.

4. A DOAH hearing was held on September 1, 2020, at which both parties were represented by legal counsel.

5. On October 22, 2020, the Honorable Kilbride issued a Recommended Order which contained the recommendation that the SCHOOL BOARD enter a Final Order terminating the employment of Respondent Skinner based on the Findings of Fact and Conclusions of Law contained in the Recommend Order. Attached hereto and incorporated herein by reference is a copy of the Recommended Order as **Exhibit "A"**.

6. Neither party filed exceptions to the Recommended Order.

7. After careful and independent review of the entire record, the SCHOOL BOARD hereby finds that there is no reason to disturb the ALJ's recommended disposition of this matter.

8. The decision of the SCHOOL BOARD is based solely on the record.

Therefore in light of the foregoing, it is **ORDERED** as follows:

ORDER

1. The foregoing paragraphs 1-8 are incorporated herein by reference and made a part hereof.

2. The Findings of Fact and Conclusions of Law contained within the Recommended Order dated October 22, 2020, issued by the Honorable Kilbride, are hereby adopted and incorporated in their entirety.

3. The Honorable Kilbride's recommendation to enter a Final Order terminating Respondent Skinner's employment, as set forth in the Recommended Order dated October 22, 2020, is hereby adopted.

4. Respondent Skinner's employment with the SCHOOL BOARD is terminated with cause effective the date of this Final Order.

DONE and ORDERED in Okeechobee County, Florida, on this 8th day of December,
2020.

THE SCHOOL BOARD OF OKEECHOBEE
COUNTY, FLORIDA

SCHOOL BOARD CHAIR

SCHOOL BOARD CLERK

Copies furnished to:

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State of Florida
DIVISION OF ADMINISTRATIVE HEARINGS
Claudia Llado, Clerk of the Division
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, FL 32399-3060
Claudia.Llado@doah.state.fl.us

APPEAL OF FINAL ORDER

Pursuant to Section 120.68(2), Florida Statutes, a party to this proceeding may seek judicial review of this Final Order in the appropriate district court of appeal by filing a notice of appeal with Sharon Vinson, Agency Clerk, Official School Board Records, The School Board of Okeechobee County, Florida, 700 SW 2nd Avenue, Okeechobee, Florida, 34974, on or before thirty (30) days from the date of this Final Order. A copy of the notice and a copy of this Final Order, together with the appropriate filing fee, must also be filed with the Clerk, Fourth District Court of Appeal, 110 South Tamarind Ave, West Palm Beach, Florida 33401. If you fail to file your notice of appeal within the time prescribed by laws and the rules of court, you will lose your right to appeal this Final Order.

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **AMENDMENT OF BOARD POLICY 3.33* PROHIBITION OF DISCRIMINATION, INCLUDING SEXUAL AND OTHER FORMS OF HARASSMENT**

DATE: December 8, 2020

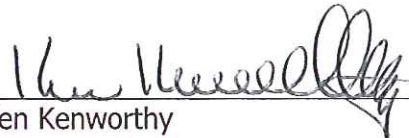
RECOMMENDATION:

That the Board approve amendment of Board Policy 3.33* Prohibition of Discrimination, Including Sexual and Other Forms of Harassment.

BACKGROUND INFORMATION:

Revision of Policy 3.33* reflects changes in Title IX. The advertisement was approved by the School Board on October 13, 2020, and legally advertised to the public on October 21, 2020 as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Policy 3.33* with revisions noted, is attached and is 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 or 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
©EMCS		

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AMENDMENT OF BOARD POLICY 5.321* BULLYING & HARASSMENT**
DATE: December 8, 2020

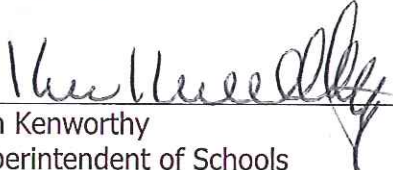
RECOMMENDATION:

That the Board approve amendment of Board Policy 5.321* Bullying & Harassment.

BACKGROUND INFORMATION:

The proposed revision of Policy 5.321* reflects changes in Title IX. The advertisement was approved by the School Board on October 13, 2020, and legally advertised to the public on October 21, 2020 as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Policy 5.321* with revisions noted, is attached and is 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~~The 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: **AMENDMENT OF BOARD POLICY 5.325* DATING VIOLENCE AND ABUSE**
DATE: December 8, 2020

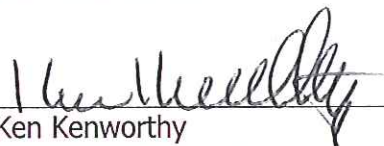
RECOMMENDATION:

That the Board approve amendment of Board Policy 5.325* Dating Violence and Abuse.

BACKGROUND INFORMATION:

The proposed revision of Policy 5.325* reflects changes in Title IX. The advertisement was approved by the School Board on October 13, 2020, and legally advertised to the public on October 21, 2020 as required by Chapter 120, Administrative Procedures Act, Florida Statutes. Policy 5.325* with revisions noted, is attached and is 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~~E. Security protection such as safe egress/regress from school and within the school;
- ~~E~~D. 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~~E. 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.

IXVIII. 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: RATIFICATION OF CONTRACT WITH INSTRUCTIONAL UNIT FOR 2020-21

DATE: December 8, 2020

RECOMMENDATION:

That the Board ratify proposals for the 2020-21 Instructional Contract between the School Board and Okeechobee County Education Association #1604 to be effective July 1, 2020, through June 30, 2021.

BACKGROUND INFORMATION:

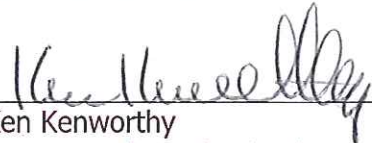
The proposals have been negotiated and tentatively agreed upon by the parties.

The Instructional bargaining unit will conduct a ratification vote December 7, 2020. The results will be shared at the Board meeting.

For Against

The negotiated items are included in Board member agendas and are available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

Instructional Bargaining Unit

On behalf of the negotiating teams from the Okeechobee County Education Association #1604 and the School District of Okeechobee County, we are pleased to bring you the following tentatively agreed upon items for ratification.

This is intended to be a summary. For exact language, please refer to the documents attached hereto.

The ratification vote will take place Monday, December 7, 2020. The Board will consider ratification on Tuesday, December 8, 2020.

Article II.

A. Agreement

Changes include the new date of ratification by both parties and identifies the affiliations of the Association.

Article IV – Association Recognition

Proposed amendments identify the Association as the sole bargaining agent for instructional employees as recognized by the Public Employees Relations Commission as well as outlines the specific job classifications included in the bargaining unit.

Article VIII. – Employment Conditions

CC. Reduction in Personnel – Language was revised extensively to outline procedures the district will follow in the event of a reduction in force including timelines for notifications, methods of notification, order of reduction and notice of recall.

DD. Transfer and Reassignments – Language was added to the contract to outline some examples as to why transfers or changes in assignments are necessary.

Salary Schedule - Increases are as follows:

1. Okeechobee was given \$1,095,146 to increase teacher salaries. 80% of the funds were to be used to increase the beginning salary to the maximum amount achievable. The beginning step for 2020-21 is \$45,125 and was expanded to include 0-7 years of experience. The remaining 20% of the funds could be used to provide salary increases to all other personnel. This amounted to \$925 for each employee with 8 or more years of experience.
2. In addition to the salary increase allocation given by the state, we negotiated an additional \$1,200 salary increase from district funds to be given to all eligible employees with 8 or more years of experience.
3. The minimum raise for eligible employees for 2020-21 is \$2,125.
4. When compared to last year, this year's salary increase, including benefits, retirement and health insurance is equal to 7.45% or \$2,249,651.32.
5. Because steps do not equate to years of experience and the beginning step was compressed, follow the arrows on the chart to understand the concept of this year's salary increase:
 - a. **Arrow 1: This represents an employee that had 12 years of experience on Step 6.5 in 2019-20.**
 - b. **Arrow 2: An employee with 12 years of experience in 2019-20 was making \$45,400.**
 - c. **Arrow 3: This same employee now has 13 years of experience in 2020-21 and moves to Step 4.**
 - d. **Arrow 4: An employee with 13 years of experience in 2020-21 will make \$47,525 or \$2,125 more**

2019-2020 2020-2021
Okeechobee County School Board
Salary Schedule No. 1 Grandfather Schedule/Performance Pay
Instructional Personnel - Bachelor's Degree
Certified Permanent Substitute Teacher

STEP	YEARS EXPERIENCE	BASE SALARY	STEP	YEARS EXPERIENCE	BASE SALARY
1	<u>0.1.2.3.4.5.6.7.8</u>	<u>45,125</u> 41,000	18	<u>31</u>	<u>58,725</u> 54,600
1.5	<u>8.1,2,3-4</u>	<u>45,525</u> 41,400	18.5	<u>28</u>	<u>59,125</u> 55,000
2	<u>9.10.11-5</u>	<u>45,925</u> 41,800	19		<u>59,525</u> 55,400
2.5	<u>12.6</u>	<u>46,325</u> 42,200	19.5		<u>59,925</u> 55,800
3		<u>46,725</u> 42,600	20	29	<u>60,325</u> 56,200
3.5		<u>47,125</u> 43,000	20.5	<u>32.30</u>	<u>60,725</u> 56,600
4	<u>13</u>	<u>47,525</u> 43,800	21		<u>61,125</u> 57,000
4.5	8,9,10	<u>47,925</u> 43,800	21.5		<u>61,525</u> 57,400
5	<u>14.11</u>	<u>48,325</u> 44,200	22	<u>33</u>	<u>61,925</u> 57,800
5.5		<u>48,725</u> 44,600	22.5		<u>62,325</u> 58,200
6		<u>49,125</u> 45,000	23	<u>34</u>	<u>62,725</u> 58,600
6.5	<u>15.12</u>	<u>49,525</u> 45,400	23.5		<u>63,125</u> 59,000
7	<u>16</u>	<u>49,925</u> 45,800	24		<u>63,525</u> 59,400
7.5	<u>17.13</u>	<u>50,325</u> 46,200	24.5	<u>32</u>	<u>63,925</u> 59,800
8	<u>18.19</u>	<u>50,725</u> 46,600	25		<u>64,325</u> 60,200

Memorandum of Agreement to Amend Calendar due to Tropical Storm Eta - The parties signed a Memorandum of Agreement to convert the early release days on Friday, November 20, 2020, and Friday, December 18, 2020 to full instructional days to compensate for schools being closed on Monday, November 9, 2020.

ARTICLE II.

A. Agreement

The Agreement is entered into as of ~~May 15, 2018~~ December 8, 2020, between the School Board of Okeechobee County, Florida a body corporate and politic, hereinafter referred to as the "Board," and the Okeechobee County Education Association #1604, FEA, AFT/AFL-CIO, NEA hereinafter referred to as the "Association."

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.

TAQ
11/30/2020

TSU
11/30/2020

ARTICLE IV. ASSOCIATION RECOGNITION

~~Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes and the rules and regulations of the Public Employees Relations Commission, the Board recognizes the Association as the exclusive bargaining representative for those employees in the defined bargaining unit commonly known as the Teacher Unit for the purpose of collective bargaining with respect to the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.~~

~~The bargaining unit shall include:~~

- ~~• Classroom Teachers, Special Education Teachers, Exceptional Child Education Teachers, Librarians and Guidance Counselors.~~

~~The bargaining unit shall exclude:~~

- ~~• Superintendent, Assistant Superintendent, Supervisors, Principals, Assistant Principals, county-level Directors, county-level Coordinators, Teacher Aides, Substitute Teachers and all non-certified personnel.~~

The Board recognizes the Association as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, Certification No. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relations Commission on the twenty-fifth date of April 1975.

INCLUSION:

Classroom Teachers, Special Education Teachers, Exceptional Child Education Teachers, Librarians and Guidance Counselors.

EXCLUSIONS:

Superintendent, Assistant Superintendent, Supervisors, Principals, Assistant Principals, County-Level Directors, County-Level Coordinators, Teacher Aides, Substitute Teachers, and all non-certified personnel.

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.

TA [Signature] 11/30/2020

[Signature] 11/30/2020

[Signature]

CC. Reduction in Personnel

 10/27/20

In the event the Board determines that ~~the professional employees~~ Instructional personnel must be reduced number of instructional personnel due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the ~~professional employees~~ Instructional personnel affected. ~~The Board and the Association will meet before notification of employees.~~ The District will provide written notification to the Association, no later than thirty (30) no later than (15) calendar days before the action is to become effective. calendar days before the action is to become effective. The notification for any reason, such reduction in instructional personnel shall include be based on the following procedures information:

- ~~1. Specific educational program needs of the school district shall be established and considered within the affected program area(s). The Board shall first attempt to accomplish such reduction by attrition based on certification needs with the affected program area(s).~~
- ~~2. Within the program area(s) requiring reduction, the employee with the lowest average summative evaluation score over the most recent two (2) year period shall be the first to be released; the employee with the next lowest average summative evaluation score over the most recent two (2) year period must be second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred, provided that the average summative evaluation score for employees with less than two (2) years of experience shall be calculated based upon the employee's period of service, even though it is less than two (2) years.~~
- ~~3. If summative performance evaluation scores are equal, the teacher with the lowest student achievement shall be the first released.~~
- ~~4. The affected program area(s), a list of certification areas for each teacher, a list of advanced degrees held, and other performance records for each teacher being considered by the District will be provided to the Association in writing no later than ten (10) days prior to any layoffs.~~
- ~~**5. Following a reduction in instructional personnel, teachers will be recalled in the first available position for which they are certified and qualified in the inverse order of layoff during twenty four (24) months from the date of layoff. Only teachers with an average summative evaluation rating of effective or higher shall be eligible for recall.**~~

- The reason(s) for the reduction in force
- The projected number of positions affected

1. If reduction in force becomes necessary, written notification of the reduction shall be given to the affected employee no later than fifteen (15) calendar days before the action is to become effective.

2. Upon receipt of notification of reduction in force, employee(s) may update their address, **personal email address**, and telephone number with Human Resources prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.

3. The order of reduction shall normally be determined by qualifications and certification with the following considerations:

- First, normal attrition **within the affected program area(s)**
- Second, certification(s) and endorsements through the Florida Department of Education and/or **as a Dual Enrollment instructor through Indian River State College**

- Third, current final evaluation. Current final evaluation, for the purpose of Reduction in Force Personnel, is defined as the most recent complete evaluation inclusive of both performance indicators assessed by the supervising administrator and student performance data used for the purpose of the teacher evaluation. The District will follow procedures outlined in Florida Statute 1012.33(5) to prioritize retention.
- Fourth, if evaluations are equal or in the absence of an evaluation, absenteeism, racial balance, and other work-related factors would be considered.

4. If professional employees instructional personnel are to be recalled, the Board shall determine the number of positions recalled.

5. Professional employees instructional personnel who received an Effective or higher current final evaluation who are laid off shall be offered recall in reverse order of layoff to vacant positions which they are certified (and qualified if for specialized adult and post-secondary courses/programs) to fill, except where otherwise necessary to assure a racially balanced staff in each school.

6. Professional employees instructional personnel will be recalled as outlined above for twenty-two (22) months from date of Reduction in Force as follows:

Notice of recall shall be addressed to the professional instructional employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested and by email notice. A copy of the notice of recall shall be sent to the Association simultaneously. Within five-seven (75) workdays from postmark date of receipt of such notice of recall, the professional-instructional employee shall notify Superintendent or designee, in writing, whether or not he/she desires to return to the position for which recalled. Failure to reply within seven (7) workdays, or if there is no desire to return to such position, the professional instructional employee shall forfeit rights to recall. Otherwise the professional instructional employee shall report for such duty within ten (10) working days from the postmark date of attempted delivery of the recall notice. Except that an employee who is employed in another school district at the time of recall shall be allowed to complete his contractual obligation and remain on the Reduction in Force list. In the event the professional instructional employee shall fail to report for duty within the time specified above, all rights to recall shall be forfeited.

Employees on authorized leave or layoff shall maintain their original date of hire. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

Laid-off teachers may pay, on a monthly basis, the premiums for group life and hospitalization health and ancillary insurance benefits for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

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OCSB-OCEA
Instructional

DD. Transfers and Reassignments

Transfer shall mean the movement of the employee to a different school or worksite.

Reassignment shall mean the change of assignment for an employee within a school or worksite.

Voluntary transfer or voluntary reassignment shall mean an employee-initiated transfer or reassignment.

Involuntary transfer or involuntary reassignment shall mean an employer-initiated transfer or reassignment of an employee.

Voluntary transfer requests will be considered based upon the following guidelines:

1. Instructional personnel who wish to be considered for transfer shall complete their Skyward application for each open position.
2. Instructional personnel properly certificated and qualified for an opening shall be considered for transfer as requested.
3. If a vacancy occurs during the student year, the vacancy may be filled via transfer request procedures for the following year or when a qualified applicant is available to cover the position. All vacancies throughout the calendar year shall be listed on the district website and e-mailed to all Instructional staff.
4. A list of known and/or anticipated vacancies shall be posted in each school when the vacancy occurs by school with grade or subject area. When a vacancy is posted during the school year, it shall remain posted for a minimum of five (5) working days. At any time during the summer, the vacancy will be posted for a minimum of three (3) working days.
5. When more than one applicant is properly certificated and meets the transfer criteria, seniority in Okeechobee County will be a primary consideration.
6. All voluntary transfers shall be subject to the approval of the receiving principals.
7. All job postings shall be e-mailed to the Association office at the time of posting.
8. Voluntary transfer requests shall be given priority consideration over new employees.
9. Instructional personnel applying for vacancies at any given school site who meet requirements as listed in Guideline 2 shall be granted one face-to-face interview by the principal and/or supervisor per school year. This interview shall apply for all positions that may open at that site for any given year as specified in DD.1. of this Article. This guideline covers only those instructional personnel who have been reappointed for the following school year.
10. Involuntary transfers and involuntary ~~changes-reassignments~~ in teaching assignments deemed necessary by the administration ~~of or~~ the Board shall be made only after the principal has met with the instructional employee ~~and the Association~~ to state the reasons for such transfers or changes in assignments including, but not limited to, for the following reasons:
 - a. Loss of units
 - b. Providing for a racially balanced school staff
 - c. Dividing a school faculty to form a new school
 - d. Phasing out a program or grade level
 - e. Changing a program
 - f. Closing a school
 - g. Providing for a comparability of schools for Federal program
 - h. Placing a teacher who has been teaching out of field of certification into his/her field of certification
 - i. Comply with a court order

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TASD
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- j. Redistricting of schools
- k. Comply with state and federal legislation

11. Principals are prohibited from recruiting employees or coercing employees to transfer.
12. Instructional personnel may submit requests in writing to their principals for consideration of placement in a different grade level, academic level or department, i.e. voluntary reassignment. When more than one (1) request from teachers who are properly certificated and who meet the reassignment criteria are submitted, seniority in Okeechobee County will be a primary consideration.
13. An employee receiving an involuntary reassignment from one school year to the next shall be notified no later than ten (10) days before the last student day of the year when practicable. When such notice is not given, an employee shall be provided with custodial support in moving classrooms and shall be paid at the inservice rate for up to 14 hours to move his/her classroom.
14. If an employee is involuntarily transferred or involuntarily reassigned to an out-of-field (OOF) assignment that requires certification by a subject area exam (SAE), the District will:
 1. pay the fee charged by Florida DOE to add the subject area to the teaching certificate once the employee submits the DOE application, and
 2. reimburse the employee the fee charged for the passed Subject Area Exam (SAE) in the OOF subject once the OOF subject is added to their certificate.

However, the above provisions shall not apply in the case of courses taken as required for certificate renewal, an endorsement, ESOL, for certification in other subject areas upon the volition of the teacher.

To receive reimbursement, the employee must provide the Human Resources Department a copy of their teaching certification with the OOF subject added within six (6) months of involuntary reassignment, along with receipts evidencing the payments.


TSJ [Signature] 11/20/2020
TA [Signature] 11/20/2020

2019-2020 2020-2021
Okeechobee County School Board
Salary Schedule No. 1 Grandfather Schedule/Performance Pay
Instructional Personnel - Bachelor's Degree
Certified Permanent Substitute Teacher

STEP	YEARS EXPERIENCE	BASE SALARY	STEP	YEARS EXPERIENCE	BASE SALARY
1	<u>0,1,2,3,4,5,6,7</u> 0	45,12541,000	18	<u>31</u>	58,72564,600
1.5	<u>8,1,2,3,4</u>	45,52541,400	18.5	<u>28</u>	59,12566,000
2	<u>9,10,11</u> 5	45,92541,800	19		59,52566,400
2.5	<u>12</u> 6	46,32542,200	19.5		59,92566,800
3		46,72542,600	20	<u>-29</u>	60,32567,200
3.5		47,12543,000	20.5	<u>32 30</u>	60,72567,600
4	<u>13</u> 7	47,52543,400	21		61,12568,000
4.5	<u>8, 9, 10</u>	47,92543,800	21.5		61,52568,400
5	<u>14</u> 11	48,32544,200	22	<u>33</u>	61,92568,800
5.5		48,72544,600	22.5		62,32569,200
6		49,12545,000	23	<u>34</u>	62,72569,600
6.5	<u>15</u> 12	49,52545,400	23.5		63,12570,000
7	<u>16</u>	49,92545,800	24		63,52570,400
7.5	<u>17</u> 13	50,32546,200	24.5	<u>32</u>	63,92570,800
8	<u>18, 19</u>	50,72546,600	25		64,32571,200
8.5		51,12547,000	25.5		64,72571,600
9	<u>20</u> 14	51,52547,400	26		65,12572,000
9.5	<u>21, 22, 15</u>	51,92547,800	26.5		65,52572,400
10	<u>23</u> 16	52,32548,200	27		65,92572,800
10.5	<u>24</u> 17, 18	52,72548,600	27.5		66,32573,200
11		53,12549,000	28		66,72573,600
11.5	<u>25</u> 19	53,52549,400	28.5		67,12574,000
12	<u>20, 21</u>	53,92549,800	29		67,52574,400
12.5	<u>22</u>	54,32550,200	29.5	<u>34+</u>	67,92574,800
13	<u>26</u> 23	54,72550,600	30		68,32575,200
13.5	<u>27</u>	55,12551,000	30.5		68,72575,600
14	<u>24</u>	55,52551,400	31		69,12576,000
14.5	<u>28</u>	55,92551,800	31.5		69,52576,400
15		56,32552,200	32	<u>33+</u>	69,92576,800
15.5	<u>25</u>	56,72552,600	32.5		70,32577,200
16	<u>29</u> 26	57,12553,000	33		66,600
16.5		57,52553,400	33.5		67,000
17	<u>27</u>	57,92553,800			
17.5	<u>30</u>	58,32554,200			

Regular Year Personnel Work Days:

Extended Year Personnel Work Days:

196 - Regular Teacher/Drop Out Prevention Credit Retrieval Teacher

198 - Beginning Teacher

206 - Exceptional Child Staffing Specialist #2 / Exceptional Child Behavior Specialist/
 Exceptional Child Job Development Counselor / Exceptional Child Extended Year
 Speech Teacher / Exceptional Child Extended Year PK Teacher/Reading Coach/
 Exceptional Child Transition Counselor, ESE Counselor #2

216 - High School Guidance / High School Voc. Resource / Middle School Guidance
 Counselor / Elementary Guidance Counselor / ESE Counselor #1 / Exceptional Child
 Staffing Spec. #1 / Teacher on Special Assignment, Title I / Exceptional Child Case Mgr./
 ROTC Instructor #2

236 - High School Agriculture Teacher / ROTC Instructor #1 / Head Football Coach

250 - Department of Juvenile Justice

Initial placement on the Performance Pay salary schedule for teachers shall be based upon years of successful experience as shown on the salary schedule above. After initial placement, teachers shall move on the salary schedule in accordance with Article XI.B or XI.D, unless otherwise negotiated.

Instructional personnel at the secondary level who agree to teach an additional class during their planning period shall be paid at their hourly rate of pay for the semester during which the additional class is scheduled. Instructional personnel shall be responsible for making up the missed planning time on their own time.

ROTC Instructors shall receive Minimum Instructor Pay as stipulated by the U.S. Army or be placed on the Instructional Salary Schedule commensurate with experience, whichever is greater.

Ts'd [Signature]
 11/20/2020
TA [Signature]
 11/20/2020

2020-2021 Instructional Salary Schedule Increase base \$925 plus additional \$1,200

11/29/2020

	Base Salaries	Supp Ath/Acad Master/Spec/Dr.	7.65% Social Security	8.47% Retirement	Health Insurance \$8,025	Workers Comp	Total Salaries with Benefits	% Increase over current	New Dollars
2019-2020	21,484,340.78	1,095,093.00	1,727,326.68	1,912,478.04	3,765,621.64	225,794.34	30,210,654.48	7.45%	\$ 2,249,651.32
2020-2021	22,847,974.84	1,095,093.00	1,831,644.69	2,394,306.78	4,051,855.80	239,430.68	32,460,305.80		
	\$ 1,363,634.06	\$ -	\$ 104,318.01	\$ 481,828.74	\$ 286,234.17	\$ 13,636.34	\$ 2,249,651.32		

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11/20/2020

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11/20/2020

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

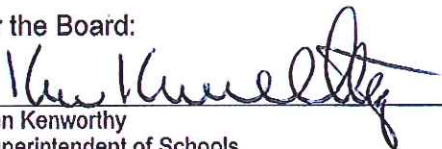
The School District of Okeechobee County ("District") and the Okeechobee County Education Association #1604 ("Association") agree as follows:

Okeechobee County Schools were closed on Monday, November 9, 2020 due to Tropical Storm Eta.

To make up this day, the Association and District agree to modify Article VIII.G Teacher Planning Days. Friday, November 20, 2020 and Friday, December 18, 2020 will change from early release days to a full days of instruction.

This amendment will only apply to the 2020-21 school year.

For the Board:

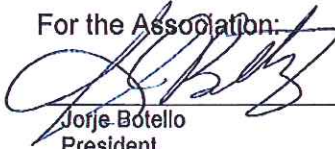


Ken Kenworthy
Superintendent of Schools
Okeechobee County School Board

11/20/20

Date

For the Association:



Jorge Botello
President
Okeechobee County Education Association #1604

11/20/2020

Date

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: RATIFICATION OF CONTRACT WITH CLASSIFIED UNIT FOR 2020-21

DATE: December 8, 2020

RECOMMENDATION:

That the Board ratify proposals for the 2020-21 Classified Contract between the School Board and Okeechobee County Education Association #1604 to be effective July 1, 2020, through June 30, 2021.

BACKGROUND INFORMATION:

The proposals have been negotiated and tentatively agreed upon by the parties.

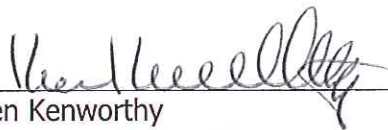
The Classified bargaining unit will conduct a ratification vote December 7, 2020. The results will be shared at the Board meeting.

For Against

The negotiated items are included in Board member agendas and are available upon request in the Superintendent's office.

RECOMMENDED BY:

7



Ken Kenworthy
Superintendent of Schools

Classified Bargaining Unit

On behalf of the negotiating teams from the Okeechobee County Education Association #1604 and the School District of Okeechobee County, we are pleased to bring you the following tentatively agreed upon items for ratification.

This is intended to be a summary. For exact language, please refer to the documents attached hereto.

The ratification vote will take place Monday, December 7, 2020. The Board will consider ratification on Tuesday, December 8, 2020.

Article II.

A. Agreement

Changes include the new date of ratification by both parties and identifies the affiliations of the Association.

Article IV – Association Recognition

Proposed amendments identify the Association as the sole bargaining agent for classified employees as recognized by the Public Employees Relations Commission as well as outlines the specific job classifications included in the bargaining unit.

Article VIII. – Employment Conditions

T. Vacancies, Voluntary and Involuntary Transfers – Language changes conform to current practice and require employees to apply for vacancies via Skyward for each open position.

U. Reduction In Staff and/or Reduction In Working Hours – New procedures were developed to clearly outline steps in the event of a reduction in force including selection, notification and return of employees.

Salary Schedule - Increases are as follows:

1. Each step on the salary schedule was increased by .30 cents.
2. The beginning step, Step 5, has been eliminated. The salary schedule now begins on Step 6.
3. An additional step, Step 33, has been added to give employees at the top a raise.
4. Then, if eligible by working one day over half of the work year last year for our District and receiving an effective or higher on Okeechobee's evaluation, employees will be rolled one (1) step.
5. Total Compensation:
 - a. **Blue Pay Grade 1 = .30 cents increase on the step + .25 cents step = .55 cents per hour recurring raise (For example: a 249 day custodian working 7.5 hours per day with an increase of .55 cents per hour = \$1,027 increase for 2020-21)**
 - b. **Pink Pay Grade 2 = .30 cents increase on the step + .30 cents step = .60 cents per hour recurring raise (For example: a 229 day school secretary working 7.5 hours per day with an increase of .60 cents per hour = \$1,031 increase for 20-21)**
 - c. **Green Pay Grade 3 = .30 cents increase on the step + .35 cents step = .65 cents per hour recurring raise (For example: a 187 day bus driver working 6 hours per day with an increase of .65 cents per hour = \$729 increase for 20-21)**
 - d. **Yellow Pay Grade 4 = .30 cents increase on the step + .40 cents step = .70 cents per hour recurring raise (For example: a 249 day maintenance I working 8 hours per day with an increase of .70 cents per hour = \$1,394 increase for 20-21)**

ARTICLE II.

A. Agreement

The Agreement is entered into as of ~~May 15, 2018~~ December 8, 2020, between the School Board of Okeechobee County, Florida a body corporate and politic, hereinafter referred to as the "Board," and the Okeechobee County Education Association #1604, FEA, AFT/AFL-CIO, NEA hereinafter referred to as the "Association."

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.


11/20/2020


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ARTICLE IV. ASSOCIATION RECOGNITION

~~Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes and the rules and regulations of the Public Employees Relations Commission, the Board recognizes the Association as the exclusive bargaining representative for those employees in the defined bargaining unit commonly known as the Classified Unit for the purpose of collective bargaining with respect to the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.~~

~~The bargaining unit shall include:~~

- ~~• All non-instructional, full and part-time, classified personnel including the following: Secretaries, Bookkeepers, Clerks, Bus Drivers, Maintenance Workers, Food Service Workers, Teacher Aides, Permanent Substitute Teachers, Janitors and Warehouseman.~~

~~The bargaining unit shall exclude:~~

- ~~• All Administrative, Supervisory, Confidential and Instructional Personnel.~~

The Board recognizes the Association as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, Certification No. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, Issued by the Florida Public Employees Relations Commission on the twenty-fifth date of April 1975.

INCLUSION:

All non-instructional, full and part-time, classified personnel including the following: Secretaries, Bookkeepers, Clerks, Bus Drivers, Maintenance Workers, Food Service Workers, Teacher Aides, Permanent Substitute Teachers, Janitors and Warehouseman.

EXCLUSIONS:

All Administrative, Supervisory, Confidential and Instructional Personnel.

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.



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CLASSIFIED

T. Vacancies, Voluntary and Involuntary Transfers

Transfer shall mean the movement of the employee to a different school or worksite.

Reassignment shall mean the change of assignment for an employee within a school or worksite.

Voluntary Transfer or reassignment shall mean an employee initiated transfer.

Involuntary Transfer or reassignment shall mean an employer initiated transfer or reassignment of an employee.

1. **Posting of Vacancies:** Known employee vacancies, including new positions occurring at any time shall be posted five (5) days in all school offices and cost centers and listed on the district website.
2. **Voluntary Transfers:** Employees who wish to make application for transfer shall submit their ~~requests in writing to their immediate supervisor with a copy to the Human Resources Department. Such application shall include, in order of preference, the school/schools or work location desired. Such requests shall remain valid from August 1st of any given year until July 31 of the following year.~~ Skyward application for each open position. This guideline applies only to those employees who have been reappointed for the following year.

Voluntary transfer requests shall be given priority consideration over new employees.

The primary criteria to be considered in order of priority are: (1) specific needs of the program or school center, (2) individual skills and abilities of potential applicants, (3) performance appraisals and attendance, and (4) length of service.

All employees submitting a transfer request with job-related experience will be granted one face-to-face interview by the principal and/or supervisor per year. This interview shall apply for all positions that may open at that site for any given year as specified in Section R.2. of this article. ~~After the initial interview, all employees who have submitted transfer requests for specified positions will be notified of their consideration for all future positions for which they qualify, as previously stated above, August 1 until July 31 of the following year.~~ All voluntary transfers will be subject to the approval of the receiving principal.

All qualifications being essentially equal, length in service shall be a primary consideration in selection for transfer.

All classified personnel applying for voluntary transfers will be notified in writing within ten (10) days when a decision is made regarding such transfer.

3. **Involuntary Transfers** deemed necessary by the Board administration shall be made only after the supervisor has met with the employee to state the reasons for such transfer.

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U. Reduction in Staff and/or Reduction in Working Hours

When reductions in staff or reduction in working hours are deemed necessary by the Board, accomplishment will be made as provided by the laws of the State of Florida, the rules of the State Board of Education and the policies of the Board. When such determination is made, the Board will apply the following procedures:

- ~~1. Specific needs of the district shall be established and considered.~~
- ~~2. The individual skills and abilities of potential candidates for reduction shall be reviewed by the responsible supervisor or principals.~~
- ~~3. Performance appraisals and attendance shall be considered.~~
- ~~4. If all above factors are substantially equal, length of service in the district shall be the determining factor.~~

~~A list of those employees being released because of reduction in staff will be made available to the Association.~~

RECALL

~~Laid off employees shall be recalled in inverse order of lay off to positions for which they are qualified.~~

~~Following a reduction in classified personnel, employees will be recalled in the first available position for which they are qualified in the inverse order of layoff during twenty four (24) months from the date of layoff. For the purposes of recall, notices will be mailed to the last address of record for the employee.~~

1. In the event the Board determines that the work force must be reduced due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the employees affected. ~~The district and the Association will meet to interpret the following language before notification of employees.~~ The district will provide written notification to the Association. ~~no later than 30 calendar days before the action is to become effective. No later than 15 calendar days before the action is to become effective.~~ The notification shall include the following information:

- The reason(s) for the reduction in force.
- The projected number of positions affected.

2. If reduction of employees becomes necessary, written notification of the reduction shall be given to the affected employee no later than 15 calendar days before the action is to become effective.

3. Upon receipt of notification of reduction in force, employee(s) may update their address, **personal email address**, and phone number with the District prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in

TRD
11/20/2020

contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.

4. The order of reduction shall be:

- Probationary employees, by seniority within the same ~~job classification position, salary schedule and assignment within job classification.~~
- Regular Non-probationary employees, by seniority within the same ~~job classification position,~~ salary schedule, and/or specialized duty assignment, requiring specific knowledge or skills applicable to a specific duty assignment.
- ~~The following job classifications are not considered specialized duty assignments as outlined above: paraprofessionals, food service workers, custodians, elementary/secondary school level clerk typists.~~

TA
11/20/2020

5. When a reduction in ~~staff personnel~~ occurs, employees affected will be offered an interview for any known vacancy ~~within the county system~~ for which they are qualified.

6. When employees are to be recalled, the Board shall determine the number of positions rehired, and in filling these jobs employees who have been affected will be recalled first in reverse order of seniority by ~~job classification position~~ and/or specialized duty assignment for which they are qualified.

7. Employees will be recalled as outlined above for eighteen (18) months from date of reduction in staff as follows:

Notice of recall to work shall be addressed to the employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested. Within ~~five seven (57)~~ workdays from ~~postmark~~ date ~~of receipt~~ of such notice of recall, the employee shall notify the ~~Associate Superintendent of Human Resources~~ ~~Superintendent or designee~~, in writing, whether ~~or not~~ he desires to return to the ~~job position~~ for which recalled. ~~In the case of~~ ~~Failure~~ to reply ~~within seven (7)~~ workdays, or if there is no desire to return to ~~such work~~ ~~such position~~, the employee shall forfeit all his seniority and all rights to recall. Otherwise, the employee shall report for such work within ten (10) workdays from the acceptance date of the recall notice. In the event the employee shall fail to report to work within the time specified above, seniority and all other rights to recall shall be forfeited.

8. Laid-off employees may pay, on a monthly basis, the premiums for group life and hospitalization for a period of up to one (1) year provided the employee continues to pay his part of the premium subject to the provisions of the COBRA law. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

11/10/2020
 Counter # 3
 Step plus
 30¢ added
 to step

~~2019-2020~~ 2020-2021
 Adding 30¢ to each Step
 Okeechobee County Schools
 Classified Salary Schedule

Trish
 11/20/2020
 TA *[Signature]*
 11/20/2020

Steps	Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4
5	10.00	12.60	14.80	16.60
6	11.45 14.45	13.20 12.90	14.45 14.45	17.20 16.90
7	11.70 14.40	13.60 13.20	14.80 14.50	17.60 17.30
8	11.95 14.65	13.80 13.60	15.15 14.65	18.00 17.70
9	12.20 14.90	14.10 13.80	15.50 15.20	18.40 18.10
10	12.45 15.15	14.40 14.10	15.85 15.55	18.80 18.50
11	12.70 15.40	14.70 14.40	16.20 15.90	19.20 18.90
12	12.95 15.65	15.00 14.70	16.55 16.25	19.60 19.30
13	13.20 15.90	15.30 15.00	16.90 16.60	20.00 19.70
14	13.45 16.15	15.60 15.30	17.25 16.95	20.40 20.10
15	13.70 16.40	15.90 15.60	17.60 17.30	20.80 20.50
16	13.95 16.65	16.20 15.90	17.95 17.65	21.20 20.90
17	14.20 16.90	16.50 16.20	18.30 18.00	21.60 21.30
18	14.45 17.15	16.80 16.50	18.65 18.35	22.00 21.70
19	14.70 17.40	17.10 16.80	19.00 18.70	22.40 22.10
20	14.95 17.65	17.40 17.10	19.35 19.05	22.80 22.50
21	15.20 17.90	17.70 17.40	19.70 19.40	23.20 22.90
22	15.45 18.15	18.00 17.70	20.05 19.75	23.60 23.30
23	15.70 18.40	18.30 18.00	20.40 20.10	24.00 23.70
24	15.95 18.65	18.60 18.30	20.75 20.45	24.40 24.10
25	16.20 18.90	18.90 18.60	21.10 20.80	24.80 24.50
26	16.45 19.15	19.20 18.90	21.45 21.15	25.20 24.90
27	16.70 19.40	19.50 19.20	21.80 21.50	25.60 25.30
28	16.95 19.65	19.80 19.50	22.15 21.85	26.00 25.70
29	17.20 19.90	20.10 19.80	22.50 22.20	26.40 26.10
30	17.45 20.15	20.40 20.10	22.85 22.55	26.80 26.50
31	17.70 20.40	20.70 20.40	23.20 22.90	27.20 26.90
32	17.95 20.65	21.00 20.70	23.55 23.25	27.60 27.30
33	18.20	21.30	23.90	28.00
District Longevity Stipend for Top Step Only				Amount
0-9 years				\$2,150
10-14 years				\$2,200
15-19 years				\$2,250
20-24 years				\$2,300
25-29 years				\$2,350
30+ years				\$2,400

Employees moving to the top step of the salary schedule in the ~~2019-2020~~ 2020-2021 school year are entitled to step movement only and are not eligible to receive a longevity stipend.

2020-2021 Classified Pay Grade Summary Sheet

TA

 11/20/2020

PAY GRADE	SLOT GROUP	POSITION	BEGINNING STEP	DAYS WORKED*	HOURS WORKED
1	A	Bus Aides	8	187	5.00
1	B	Clerk/Clerical Aide	8	249	7.00
1	C	Clerk/Clerical Aide/Media Aide	8	196	7.00
1	D	Custodian II/Perm Sub	7	249	7.50
1	E	Food Service Van Driver	6-5	190	6.00
1	F	Food Service Workers	6-5	190	4.00
1	G	Food Service Workers/Perm Sub	6-5	190	6.00
1	H	Food Service-Assistant Manager	6	190	7.00
1	I	Health Aide	8	196	7.00
1	J	Inst. Aide/Parapro/Monitor	11	196	7.00
1	K	Inst. Aide/Parapro/Monitor	11	249	7.00
1	L	Perm. Sub Teacher Non-Certif.	8	196	7.00
1	M	Perm. Sub Teacher Non-Certif.	8	249	7.00
1	N	Security Monitor	8	196	7.00
2	A	Custodian I	8	249	7.50
2	B	Data Processor	6-5	229	7.50
2	C	Data Processor	6-5	249	7.50
2	D	District Office Bookkeeper	6-5	249	8.00
2	E	District Office Bookkeeper	6-5	229	8.00
2	F	District Office Secretary	6-5	249	8.00
2	G	District Office Secretary	6-5	229	8.00
2	H	Educational Interpreters Certified	7	196	7.00
2	I	Educational Interpreters Non-Certified	6-5	196	7.00
2	J	School Bookkeeper	6-5	249	7.50
2	K	School Bookkeeper	6-5	229	7.50
2	L	School Bookkeeper	6-5	213	7.50
2	M	School Receptionist	6-5	213	7.50
2	N	School Secretary	6-5	249	7.50
2	O	School Secretary	6-5	229	7.50
2	P	School Secretary	6-5	213	7.50
2	R	Transportation Routing Specialist	6-5	249	8.00
2	S	Transportation Training Specialist	6-5	249	8.00
3	A	Advocate	6	213	8.00
3	B	Attendance Officer	6-5	187	7.50
3	C	Bus Driver Type 1	6-5	187	4.00
3	D	Bus Driver Type 3/Perm Sub	6-5	187	6.00
3	E	Maintenance (General)	6-5	249	8.00
3	F	Maintenance Specialist 2	6-5	249	8.00
3	G	Mechanics Helper/Perm Sub	6-5	249	8.00
3	H	Warehouseman	6-5	249	8.00
3	I	Executive Secretary, Transportation	7	249	8.00
3	J	Executive Secretary, Finance	5	249	8.00
3	K	Okechobee High School Bookkeeper	6-5	249	7.50
4	A	Maintenance Assistant Foreman	6-5	249	8.00
4	B	Maintenance Specialist 1	6-5	249	8.00
4	C	Mechanic	6-5	249	8.00
4	D	Technology Specialist	6-5	249	8.00

TA

 11/20/2020

*See Article XI, J.

11/10/2020

2020-21-Add 30% to each pay grade-All effg employees grant (1) Step, Incd those on top step. Removed Step 5-new Beginning Step 6; those with Beginning Step 5 moved to 6. No add'l amts added to Longevity.

POSITION	2020-2021 POS/SAL/LOC	2020-2021 COST	STOPP	7.65% SOC SEC	10.00% RETIREMENT	\$ Health Insurance	3.65% WORKERS COMP	2020-2021 SALARIES	INCREASE	INCREASE	2020-2021 WTR BENEFITS
								WTR BENEFITS	BASE	WTR BENEFITS	%
Bus Aides	0.00										
Clerk/Classical Aide	0.00										
Clerk/Classical Administrative Aide	5.00	98,098.00		7,504.50	9,809.80	45,175.00	980.98	159,568.28	3,773.00	8,969.84	5.95%
Custodian III/Perm Sub	46.00	1,176,467.65		89,987.02	117,643.16	397,210.00	85,879.51	1,867,161.32	47,247.75	104,372.58	5.52%
Food Service Van Driver	0.00										
Food Service Workers	0.00										
Food Service Workers/Perm Sub	0.00										
Food Service-Assistant Manager	0.00										
Health Aide	10.00	189,263.00		15,245.15	19,928.30	86,350.00	1,982.83	322,798.28	7,546.00	17,988.91	5.90%
Instr. Aide/Paraprofessional	52.20	1,036,868.42		79,320.43	103,638.84	451,610.50	10,366.68	1,691,854.88	39,465.50	93,989.17	5.92%
Instr. Aide/Paraprofessional	0.00										
Perm. Sub Teacher Non-Certif.	0.00										
Perm. Sub Teacher Non-Certif.	0.00										
Security Monitor	1.00	18,453.40		1,411.89	1,845.34	8,635.00	184.53	30,529.96	754.00	1,776.12	4.25%
Custodian I	4.00	138,381.75		10,596.20	13,838.18	34,540.00	10,101.87	207,448.00	4,482.00	10,088.98	5.11%
Data Processor	3.00	257,103.75		19,068.90	25,710.98	77,715.00	2,571.10	382,775.72	9,274.50	20,286.07	3.74%
District Office Bookkeeper	1.00	25,771.50		1,971.52	2,577.15	8,635.00	257.72	38,212.88	1,120.50	2,916.63	6.28%
District Office Bookkeeper	2.00	57,967.20		4,434.49	5,796.72	17,270.00	579.67	86,048.08	2,390.40	4,906.53	6.05%
District Office Secretary	3.67	311,702.18		23,946.22	31,170.22	81,773.65	3,117.02	451,608.09	11,318.54	23,802.02	5.58%
District Office Secretary	0.00										
Interpreters Certified	0.00										
Interpreters Non-Certified	2.00	37,044.00		2,833.87	3,704.40	17,270.00	370.44	61,222.71	1,646.40	3,715.04	6.46%
School Bookkeeper	7.00	219,057.75		16,757.92	21,905.78	60,445.00	2,190.58	320,957.02	7,843.50	16,807.88	3.71%
School Bookkeeper	0.00										
School Bookkeeper	1.00	23,463.25		1,796.47	2,346.33	8,635.00	234.63	36,497.88	958.50	2,091.89	6.30%
School Receptionist	0.00										
School Secretary	3.00	78,595.25		6,043.74	7,859.53	25,905.00	789.95	119,632.86	3,367.50	6,973.62	6.19%
School Secretary	8.00	201,462.75		15,471.90	20,146.28	69,080.00	2,014.63	308,115.55	8,294.00	17,617.75	6.06%
School Secretary	0.00										
Transportation Routing Specialist	1.00	34,063.20		2,606.33	3,406.32	8,635.00	340.63	49,050.89	1,195.20	2,530.99	5.40%
Transportation Training Specialist	1.00	32,866.00		2,514.40	3,286.60	8,635.00	2,967.98	50,272.18	1,195.20	2,608.67	5.47%
Advocata	0.25	8,243.10		630.60	824.31	2,190.00	82.43	11,593.19	276.90	602.32	5.32%
Attendance Officer	0.00										
Bus Driver Type 1	0.00										
Bus Driver Type 3/Perm Sub	53.00	917,010.60		70,151.31	91,701.06	457,655.00	85,281.99	1,621,799.96	36,652.90	97,210.30	6.30%
Maintenance (General)	1.00	45,517.20		3,492.07	4,551.72	8,635.00	4,235.10	66,419.08	1,294.80	3,814.90	2.93%
Maintenance Specialist 2	2.00	79,182.00		6,057.42	7,918.20	17,270.00	3,790.28	116,207.91	2,589.60	5,627.57	5.09%
Mechanics Helper/Perm Sub	2.00	68,026.80		5,204.05	6,802.68	17,270.00	4,965.96	102,263.49	2,399.60	5,456.69	5.64%
Warehouseman	1.00	45,517.20		3,482.07	4,551.72	8,635.00	3,222.76	65,508.74	1,294.80	2,904.46	4.54%
Executive Secretary, Transportation	1.00	35,059.20		2,692.03	3,505.92	8,635.00	350.59	50,232.74	1,294.80	2,882.86	5.60%
Executive Secretary, Finance	0.00										
Overseer High School Bookkeeper	1.00	27,639.00		2,114.38	2,763.90	8,635.00	276.39	41,428.67	1,213.88	2,454.57	4.59%
Maintenance Assistant Foreman	0.00										
Maintenance Specialist 1	7.00	286,051.20		21,882.92	28,605.12	60,445.00	20,881.74	417,865.97	9,760.80	20,693.96	5.21%
Mechanic	3.00	130,675.20		9,996.65	13,067.52	25,905.00	9,539.28	189,183.66	4,185.20	8,992.24	4.99%
Technology Specialist	4.53	167,694.53		12,828.63	16,769.45	39,548.30	1,676.95	238,517.86	6,396.35	12,839.22	5.59%
Totals	238.60	5,757,657.06	151,292	452,035	690,895	2,060,311.00	263,899.02	9,281,088.59	221,354.80	506,416.62	5.77%

TRM SP

TA SP

11/20/2020

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent

SUBJECT: **FACE MASKS**

DATE: December 8, 2020

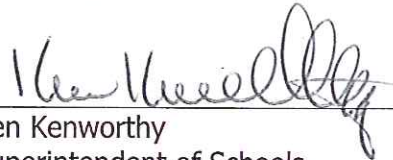
RECOMMENDATION:

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

BACKGROUND INFORMATION:

The facemask requirement was Board approved on July 14, 2020, and was to be revisited at the end of the first nine weeks. On October 13, 2020, just before the end of the first nine weeks the Board approved the continued use of masks until the end of the first semester, allowing breaks when social distancing is possible at the discretion of the teacher. Masks are required on the bus. The practice of wearing masks to be revisited at the end of the semester.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: TEACHER SALARY ALLOCATION PLAN
DATE: December 8, 2020

RECOMMENDATION:

That the Board approve the Teacher Salary Allocation Plan in the amount of \$1,095,146.

BACKGROUND INFORMATION:

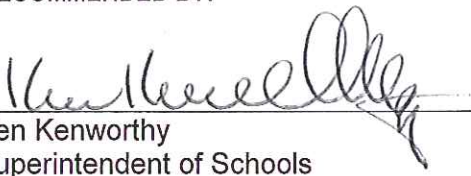
The State allocated \$1,095,146 to the District to raise teacher salaries. The funds are earmarked within the FEFP program. 80% of the funds were to be used to raise the minimum base salary to \$47,500, or the maximum achievable. Using 80% of the funds enabled the District to raise the base salary to \$45,125. The remaining 20% could be used to increase the salaries of classroom teachers and other instructional staff who did not receive at least a 2% raise from the 80%.

All instructional employees received at least a \$925 raise from the Teacher Salary allocation. Those making less than the new base received a raise ranging from \$1,325-\$4,125.

It is important to note that the District contributed additional General Fund dollars to ensure that every eligible employee received a raise of at least \$2,125.

A copy of the plan is included in the 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: NO KID HUNGRY GRANT APPLICATION
DATE: December 8, 2020

RECOMMENDATION:

That the Board approve the No Kid Hungry Grant Application in the amount of \$89,000.

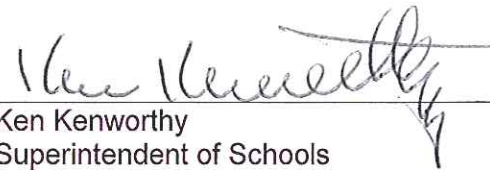
BACKGROUND INFORMATION:

The objectives of the grant are to provide an additional two days of breakfast and lunch meals to children through the weekends from November 1st-December 18, 2020 and to provide food pantry staples once per week from the district food pantry and include specialty items for holiday type meals on November 20th and December 18, 2020.

A copy of the plan is included in the Board member agendas and is available upon request from the Superintendent's Office.

RECOMMENDED BY:

10



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **CHANGE ORDER THREE (3) FOR PROJECT AGREEMENT WITH WHARTON-SMITH, INC. FOR CENTRAL ELEMENTARY ROOF REPAIR AND REPLACEMENT PROJECT**

DATE: December 8, 2020

RECOMMENDATION:

That the Board approve Change Order Three (3) to the Project Agreement with Wharton-Smith, Inc., for Roof Repair and Replacement Project and Concrete Beam Repair at Central Elementary School. This change order is for concrete repairs from damaged cause by removing walkway roofs, not exceed \$25,000.00

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: **REVISIONS TO PERSONNEL ALLOCATIONS FOR 2020-2021**
DATE: December 8, 2020

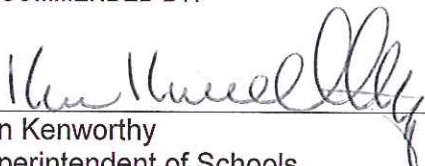
RECOMMENDATION:

That the Board approve the following revisions to personnel allocation for the 2020-2021 fiscal year:

Instructional Personnel

<u>Action</u>		#	<u>Position</u>	<u>Location</u>	<u>Effective Date</u>
<u>Add</u>	<u>Delete</u>				
✓		3	Teacher, Basic	Osceola Middle School	12-09-2020
✓		6	Teacher, Basic	Yearling Middle School	12-09-2020
	✓	-5	Teacher, Elementary Virtual	Okeechobee Virtual School	01-04-2021
	✓	-1	Teacher, M/J Virtual	Okeechobee Virtual School	01-04-2021
	✓	-1	Teacher, Secondary Virtual	Okeechobee Virtual School	01-04-2021

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

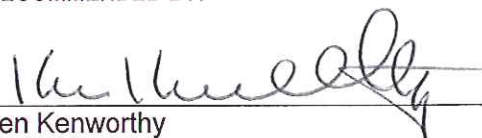
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF PERSONNEL**
DATE: December 8, 2020

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Agnew, Brittany	Secretary, Professional Development	Administrative Services	11/11/2020
Enrico, Clara	Paraprofessional, ESE-Ages 3-5	Okeechobee Achievement Academy	11/13/2020

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

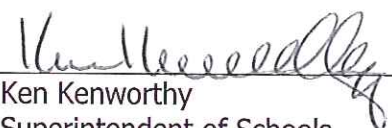
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF TEMPORARY PERSONNEL**
DATE: December 8, 2020

RECOMMENDATION:

That the following temporary personnel be employed as needed:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Ferrell, Rose	Aftercare Aide, South Elementary School	10/28/2020
Padrick, Taylor	Volleyball, Okeechobee High School, Varsity Head Coach	07/27/2020
Riles, Demetre	Football, Okeechobee High School, JV Coach	07/27/2020
Throop, Lauren	Volleyball, Osceola Middle School, Head Coach	08/03/2020

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: December 8, 2020

RECOMMENDATION:

That resignations for the following personnel be accepted:


Name	Position	School or Center	Effective Date
Kenney, Patricia Retirement	Teacher, First	South Elementary School	01/04/2021

That Camille N. Brown, Teacher, Language Arts-M/J, Yearling Middle School, be terminated as a probationary employee effective November 09, 2020, in accordance with Florida Statute 1012.335.

That the resignation of Karen Carrier, Teacher, Reading-Senior High, Okeechobee High School, be accepted with prejudice effective January 4, 2021, due to lack of sufficient notice.

That the resignation of Samantha Fulks, Teacher, Math-Senior High, Okeechobee Virtual School, be accepted with prejudice effective November 30, 2020, due to lack of sufficient notice.

Recommended By:



Ken Kenworthy
Superintendent of Schools

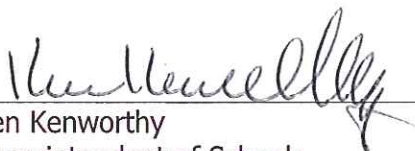
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSFER OF PERSONNEL**
DATE: December 8, 2020

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Dixon, Nashay OOF- Math (Grades 5-9)	Teacher, Math-M/J Osceola Middle School	Teacher, 5 th Grade Math & Science South Elementary School	11/30/2020
Buchanan, Kelly	Teacher, Math-Senior High Okeechobee High School	Teacher, Math-Sr. High Okeechobee Virtual School	08/03/2020
Enrico, Jon	Teacher, Dr-Senior High Okeechobee High School	Teacher, Career & Technical Education Okeechobee Virtual School	08/03/2020
Jones, Todd	Teacher, Math-Senior High Okeechobee High School	Teacher, Math-Sr. High Okeechobee Virtual School	08/03/2020

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

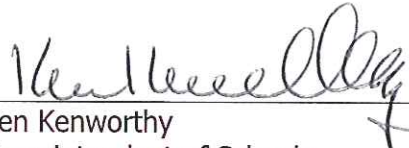
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **LEAVE REQUESTS**
DATE: December 8, 2020

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>
Mullins, Patricia	Okeechobee High School	Short Term	10/29/2020 - 10/29/2021 Total not to exceed 60 days	
Roy, Kara	Okeechobee Virtual School	Short Term	01/15/2021 - 02/26/2021 Total not to exceed 60 days	
Yeo, Kenneth – Revised	Seminole Elementary School	Short Term	10/21/2020 - 11/18/2020 Total not to exceed 60 days	

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: December 8, 2020

RECOMMENDATION:

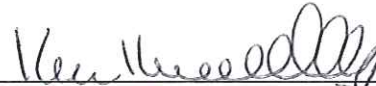
That the following personnel be added to the Substitute Teacher List for the 2020-2021 school year:

<u>Name</u>	<u>Rank</u>
Tedders, Ryan J.	II

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:

18



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PAYMENTS TO PERSONNEL**
DATE: December 8, 2020

RECOMMENDATION:

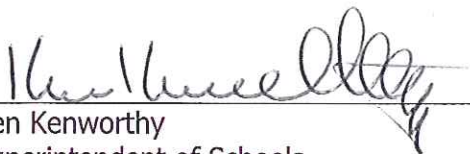
That the Board approve the following payments to personnel:

<u>Name/Group</u>	<u>Purpose</u>	<u>Rate of Pay</u>	<u>Time Period (Maximum)</u>	<u>Funding Source</u>
Levins, Blanche	Reading Endorsement— Passed SAE	\$650.00	11/19/20	#11390 - Reading Training
21 Food Service Employees	No Kid Hungry Grant	\$12 Per Hour or Employee's Regular Rate of Pay (whichever is higher)	11/17/20- 11/20/20	#94200

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

RECOMMENDED BY:

19


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MONTHLY FINANCIAL STATEMENT FOR OCTOBER, 2020**
DATE: December 8, 2020

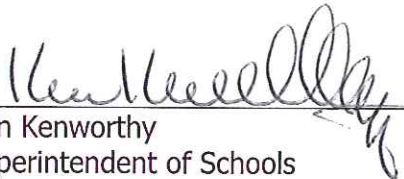
RECOMMENDATION:

That the Monthly Financial Statement for October, 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 #4 FOR OCTOBER, 2020**
DATE: December 8, 2020

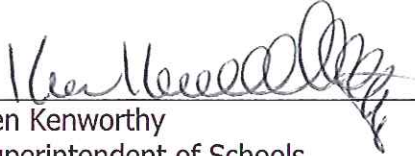
RECOMMENDATION:

That Budget Amendment #4 for October, 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 NOVEMBER, 2020**
DATE: December 8, 2020

RECOMMENDATION:

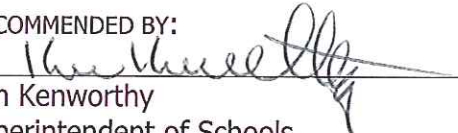
That the Warrant Register for November, 2020, be approved as follows:

General Disbursement Account – Warrants #178713 thru #178957 and ACH #202100512 thru #202100565 and Wire Transfers #202000357 through #202000557

Operating General Fund	\$2,344,693.69
Federal Programs Fund	53,277.28
Food Service Fund	97,005.44
Capital Improvement Fund	<u>263,637.45</u>
Total	\$ 2,758,613.86

Also included are October 2020 wires totaling \$1,147,827.77 from Operating General Fund.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools