



SCHOOL BOARD OF OKEECHOBEE COUNTY

**AGENDA FOR REGULAR MEETING
FEBRUARY 10, 2015
6:00 P.M.**

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

Vision

*Achieving Excellence:
Putting Students First*

Mission

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

Core Values

Perseverance

Respect

Integrity

Dependability

Ethics

I. Call to Order

- A. Prayer
- B. Pledge of Allegiance

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III. Recognition Items

- A. Staff Recognition
 - ★ School Bookkeepers – Perfect Internal Accounts Audit

IV. Approval of Minutes

- Meeting of January 20, 2015

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VII. Information Items:

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

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

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

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROCLAMATION – *BLACK HISTORY MONTH***
DATE: February 10, 2015

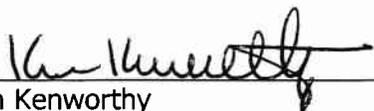
RECOMMENDATION:

That the Board adopt a proclamation designating February, 2015, as *Black History Month* for the School District of Okeechobee County.

BACKGROUND INFORMATION:

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

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

PROCLAMATION

BLACK HISTORY MONTH

WHEREAS, the Okeechobee County School Board recognizes that important African-Americans and events have shaped American culture; and

WHEREAS, the Florida theme for the 2015 Black History Month is “*A Celebration of African-American Innovation and Innovators;*” and

WHEREAS, Black History Month recognizes the many ways African-Americans have enriched our communities, culture and history; and

WHEREAS, African-American innovators have had an incredible impact on Florida, making it an excellent place to live, work, and visit; and

WHEREAS, we can teach our children that America’s story has been written by men and women of every race, creed, and ethnic background; and we can ensure that our laws, our actions, and our words honor the rights and dignity of every human being.

NOW THEREFORE, the School Board of Okeechobee County, Florida, does hereby proclaim the month of February, 2015, as

BLACK HISTORY MONTH

Passed and adopted this 10th day of February, 2015.

ATTEST:

Joe Arnold
Chairman

Ken Kenworthy
Superintendent of Schools



To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PROCLAMATION – CAREER AND TECHNICAL EDUCATION MONTH**
DATE: February 10, 2015

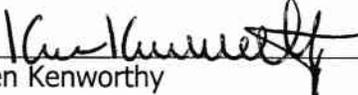
RECOMMENDATION:

That the Board adopt a proclamation designating February 1-28, 2015, as Career and Technical Education Month for the Okeechobee County School District.

BACKGROUND INFORMATION:

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

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



PROCLAMATION

WHEREAS, February 1-28, 2015, has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, career and technical education offers students the opportunity to gain the academic, technical, and employability skills necessary for true career readiness; and

WHEREAS, students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase student engagement and achievement; and

WHEREAS, career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework as well as pursuit of established programs of study and career pathways; and

WHEREAS, leaders from business and industry nationwide report increasing challenges related to the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, and information technology; and

WHEREAS, career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, ensuring that employers have access to a qualified workforce is a crucial step in ensuring productivity among the business and industry communities as well as continued American economic growth and global competitiveness;

NOW THEREFORE, the School Board of Okeechobee County, Florida, does hereby proclaim February 1-28, 2015, as

CAREER AND TECHNICAL EDUCATION MONTH

in Okeechobee County Schools and urges all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

PASSED AND ADOPTED this 10th day of February, 2015.

ATTEST:

Joe Arnold
Chairman

Ken Kenworthy
Superintendent of Schools



To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESOLUTION – ASSESSMENT & ACCOUNTABILITY**
DATE: February 10, 2015

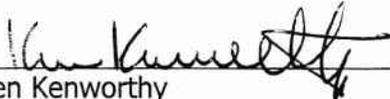
RECOMMENDATION:

That the Board adopt a resolution regarding "Assessment & Accountability."

BACKGROUND INFORMATION:

The resolution is attached.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

RESOLUTION

ASSESSMENT & ACCOUNTABILITY

School District of Okeechobee County, Florida

WHEREAS, the School Board of Okeechobee County is committed to the success of all students and believes that our nation's future well-being relies on high quality public education that prepares students for college, careers, and life-long learning; and

WHEREAS, the State's high-stakes, standardized testing continues to grow in both scope and magnitude, resulting in numerous consequences that diminish the capacity of teachers to influence student learning including the loss of instructional time, the use of a single score to define successful teaching and learning, and the narrowing of curriculum which should instead focus on a broad range of learning experiences for students promoting creative and critical thinking, collaboration, and problem solving; and

WHEREAS, the continuous revisions by Florida's Legislators and the Florida State Board of Education to curriculum standards, assessments, accountability measures, cut scores, time frames, technology requirements, scoring criteria, and the required infrastructure needed for all mandated tests have drained district human and financial resources and have resulted in unreliable and inconsistent data that challenges the ability to accurately analyze trends in student achievement and the ability to confidently examine individual student learning gains or learning declines from one year to the next, thus defeating the original purpose of testing; and

WHEREAS, the Florida Standards Assessments, based on the newly established Florida Standards, do not yet have the statistical credibility required for high-stakes, standardized testing, have not had time to be properly implemented, vetted, or studied, and may lead to unnecessary retention, remediation, or inability of students to earn a high school diploma; and these assessments are not correlated to national or international assessment instruments, which prevents meaningful comparisons of both student achievement and progress in Florida, with student achievement and progress with other states and countries; and

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

- Calls upon the Governor of Florida, the Florida Legislature, the Florida Department of Education, and the Florida State Board of Education to provide no less than a two-year transition to July 1, 2016, for the accountability and measurement of the full implementation of the Florida Standards. During this transition period, students, teachers, school administrators, schools, and districts would be held harmless, and
- Supports the administration of the Florida Standards Assessments (FSA) this year and the use of the results as a baseline for measuring progress. Since the State's accountability relies on both learning gains as well as performance, and in the first year of FSA administration there will be no learning gains, its ability to drive accountability is compromised.

- Supports a two-year delay through 2015-16 in the use of Florida State Assessment results to determine student promotion, graduation, as well as teacher and administrator evaluation; and supports school grades being frozen through 2015-16 to ensure two consecutive years of reliable and valid data. Until then, school districts should have the flexibility to make their own decisions about standards for student promotion, graduation, and employee performance; and the State Board of Education should empower a representative panel of stakeholders including educators, parents, and community members who represent Florida and who would oversee implementation of the accountability system and validate that all segments are fair, reliable, accurate, and properly funded; and
- Supports elimination of the requirement for 11th grade ELA Florida State Assessment and all new End Of Course exams; allowing for the determination of teacher evaluations based on local data; and ensuring adequate technology readiness for the statewide computer-based testing; and
- Calls upon the Governor of Florida, the Department of Education, and the State Legislature to ensure that no personally identifiable student information derived from education records will be accessible to any individual, institution, or entity for any improper, unauthorized, and/or non-educational purposes; and
- Calls on the United States Congress and Administration to overhaul the Elementary and Secondary Education Act, currently known as "No Child Left Behind Act," reduce the testing mandates, promote multiple forms of evidence of student learning and school quality in accountability, and not mandate any fixed role for the use of student test scores in evaluating educators.

ADOPTED by the School Board of Okeechobee County, in Regular Session, this 10th day of February, 2015, in Okeechobee, Florida..

OKEECHOBEE COUNTY SCHOOL BOARD

ATTEST:

Superintendent of Schools

BY:

Joe Arnold, Chairman, District 1

Malissa Morgan, Vice Chairman, District 2

Dixie Ball, Member, District 3

India Riedel, Member, District 4

Jill Holcomb, Member, District 5



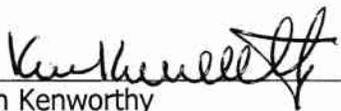
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EXPULSION OF #15-04, 9TH GRADE STUDENT**
DATE: February 10, 2015

RECOMMENDATION:

That #15-04, a 9th grade student at Okeechobee Achievement Academy, be expelled for the remainder of the 2014-15 school year and that a final order for expulsion of this student be issued based upon the following act of misconduct and violation of the Code of Student Conduct:

- G. Inappropriate Conduct
 - 2. Disruptive Behavior – Disrespect, disruptive behavior and minor confrontations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 3.50 PUBLIC INFORMATION AND INSPECTION OF RECORDS**

DATE: February 10, 2015

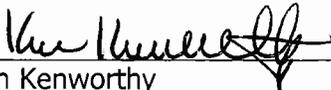
RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 3.50 Public Information and Inspection of Records to bring the policy into agreement with current statutes.

BACKGROUND INFORMATION:

The proposed amendment is recommended by the Board's consultant for School Board Policies to align with Florida Statute 119.071. Policy 3.50, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 3.00: School Administration

3.50

PUBLIC INFORMATION AND INSPECTION OF RECORDS

POLICY

All public records pursuant to Florida Statutes shall be available for inspection or copying at reasonable times during normal office hours of the District office or other offices in which records are maintained.

- I. Photocopying or other reproduction of any record shall be performed upon a person's request. Charges for photocopying or reproducing shall be in accordance with the School Board rule entitled "Photocopying of Public Records" (3.51).
- II. Records maintained by the District which are exempt from public inspection include:
 - A. Personally identifiable records of students, pursuant to Florida Statutes and the Federal Family Educational Rights and Privacy Act (FERPA);
 - B. Portions of personnel records, pursuant to Florida Statutes;
 - C. All work products developed in preparation for collective bargaining, pursuant to Florida Statutes;
 - D. Appraisals, offers, and counter offers relating to purchase of real property, pursuant to Florida Statutes;
 - E. Legal records prepared by an attorney exclusively for civil or criminal litigation, pursuant to Florida Statutes, and litigation files regarding employees while the case is active;
 - F. A complaint of misconduct filed with the District against a District employee and information obtained in the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
 - ~~FG.~~ Data processing software obtained under a licensing agreement which prevents its disclosure and data processing software designated by the School Board as "sensitive," pursuant to Florida Statutes;
 - ~~GH.~~ Sealed responses to request for bids or proposals until such time as they are publicly opened, pursuant to Florida Statutes;
 - ~~HJ.~~ Personally identifiable records of dependent children of former or current employees who are insured by a District group insurance plan; and
 - ~~IJ.~~ Employees and student health and medical records as prescribed by Florida Statutes and PL 104-191 Health, Insurance Portability and Accountability Act of 1996 (HIPAA).

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

119.07, 119.071, 447.605, 1001.43, 1002.22, 1002.221, 1012.31, 1013.14, F.S.
34 CFR 99, PL 103-382, 104-191

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted:	07/14/1998
Revision Date(s):	03/09/2004, 11/17/2009
Formerly:	New

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **ADVERTISEMENT TO AMEND BOARD POLICY 6.58 REPORT OF MISCONDUCT**
DATE: February 10, 2015

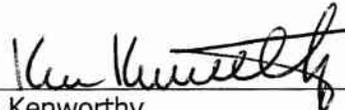
RECOMMENDATION:

That the Board approve advertisement to amend Board Policy 6.58 Report of Misconduct to bring the policy into agreement with current statutes.

BACKGROUND INFORMATION:

The proposed amendment is recommended by the Board's consultant for School Board Policies to align with Florida Statute 119.071. Policy 6.58, with revisions noted, is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



Chapter 6.00: Personnel

6.58*

REPORT OF MISCONDUCT

POLICY

The School District of Okeechobee County shall adhere to all requirements related to employee misconduct that affects the health, safety, or welfare of a student.

I. Mandatory Reporting of Misconduct

It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety, or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety, or welfare of a student.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students, or may be suspended per Board Policy 6.53, pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential ~~during the investigation~~ until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If an instructional or administrative employee resigns or retires in lieu of termination for misconduct that affects the health, safety, or welfare of a student, the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

A representative of the School District shall not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety, or welfare of a student. A District official shall not enter into any confidentiality agreement regarding terminated or dismissed personnel or personnel who resigned or retired in lieu of termination.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety, or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

- A. Any individual who reports in good faith any act of child abuse, abandonment, or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil liability or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member, or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY:

1001.41, ~~1012.42~~1001.42, F.S.

LAWS IMPLEMENTED:

39.203, 112.313, 119.071 768.095, 1001.42, ~~1006.01~~, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.

STATE BOARD OF EDUCATION RULES:

6B-1.001, 6B-1.006

HISTORY:

Adopted: 03/10/2009

Revision Date(s):

Formerly: New

©EMCS

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **STUDENT EDUCATION RECORDS MANUAL**
DATE: February 10, 2015

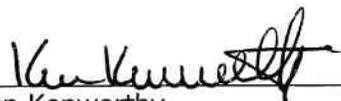
RECOMMENDATION:

That the Board approve the Student Education Records Manual.

BACKGROUND INFORMATION:

Board approval of procedures on student records is required by School Board Policy 5.50. The Student Education Records Manual is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

TO: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **AGREEMENT WITH SYNOVIA SOLUTIONS, LLC**
DATE: February 10, 2015

RECOMMENDATION:

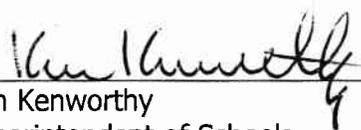
That the Board approve a five-year agreement with Synovia Solutions, LLC for GPS services for 19 district-owned vehicles at an annual cost of \$3,141.84.

BACKGROUND INFORMATION:

This is a new agreement for installation of GPS devices and software services for 19 district-owned vehicles (excluding buses). The software monitors vehicle functions for operating efficiency and provides track and trace, engine diagnostics, and vehicle maintenance scheduling.

The contract is attached and is available upon request in the office of the Director of Operations.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools



9330 Priority Way West Drive
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 1-877-796-6842
 Fax: 317-208-2202

MUNICIPAL SYNSURANCE AGREEMENT

No: 3432

Customer Legal Name Okeechobee County School District		Customer Billing Address (If different)	
Address 700 SW 2 nd Avenue		Address	
City Okeechobee	County Okeechobee	City	County
State Florida	Zip Code 34974	State	Zip Code
Location Contact: Louise Piper	Phone (863) 462-5146 Ext. 211	Fax	Salesperson Peter Nemeth
Email Address: piperl@okee.k12.fl.us		Tax ID#	<input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal
PO Number (if applicable):		PO Expiration Date:	

CONTRACT DURATION/VEHICLES

Term of Agreement: 36 Mo. 48 Mo. 60 Mo. _____ Mo.
 Number of Vehicles: 19
 Effective Date
 Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE		EQUIPMENT LIST	
		TYPE	QTY
<input checked="" type="checkbox"/>	Core Track & Trace		
<input type="checkbox"/>	Comparative Analysis	LMU:	3030 19
<input type="checkbox"/>	Time and Attendance		
<input checked="" type="checkbox"/>	Engine Diagnostics	Peripheral:	
<input checked="" type="checkbox"/>	Maintenance Scheduling		
		Other:	

Carrier: Synovia Verizon Sprint AT&T
 Installation: Synovia Customer Customer to be Trained By Synovia

SPECIAL INSTRUCTIONS: Data is not included. Data is billed by Verizon; contact Lenny Mangaroo @561 554 3900. Data is priced per State of Florida contract at \$0.099 per MB, 2 MB per month per vehicle. Synovia pricing is based on St Lucie schools RFP and award 15-08.

METHOD OF PAYMENT		RATE PER UNIT
Base Payment <u>\$13.78</u> X	Number of Vehicles <u>19</u>	= Total \$ 261.82
		Applicable Sales Tax \$0.00
		Total \$261.82
<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> ACH	<input type="checkbox"/> Credit Card <input type="checkbox"/> Check

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print) Okeechobee County School Board		
Authorized Signature	Date	Authorized Representative of Synovia
Authorized Signer's Printed Name	Title	Reviewed by Board Attorney
Ken Kenworthy, Superintendent of Schools		

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
- 2. RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
- 3. SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
- 4. TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports and inquiries from taxing authorities concerning delinquent taxes, fees or other charges or assessments received by Customer. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
- 5. NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
- 6. UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.
- 7. LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the**

hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**

10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Florida with venue in Okeechobee County. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

18: **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

19. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

Customer Initials _____

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: DUAL ENROLLMENT AGREEMENT WITH INDIAN RIVER STATE COLLEGE

DATE: February 10, 2015

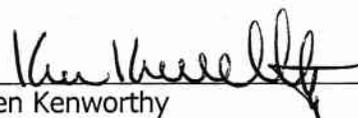
RECOMMENDATION:

That the Board approve a Dual Enrollment Agreement with Indian River State College, effective August 15, 2015, through December 31, 2015, to implement the Collegiate High School program pursuant to Senate Bill 850.

BACKGROUND INFORMATION:

This is a new agreement that allows high school seniors to complete up to 30 college credit hours through dual enrollment. The subsequent contract renewal date will be January 1, 2016. A copy of the agreement is attached and is available in the office of the Assistant Superintendent for Instructional Services.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

DUAL ENROLLMENT AGREEMENT
Indian River State College
And
Okeechobee County School
District

Whereas Florida Senate Bill 850 *requires the Florida College System (FCS) institutions to establish a collegiate high school program for students in every school district in the Colleges' designated service area*, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and the **Okeechobee County School Board**, hereinafter referred to as the **BOARD**, have made the following determinations:

- A) Terms of this Agreement shall commence August 15, 2015 and end December 31, 2015 unless terminated as hereinafter provided. Thereafter, a new contract will be established each year that will be in effect between January 1- December 31.
- B) Indian River State College will develop a schedule of dual enrollment courses available on its campus, online, and, when possible, on high school campuses.
- C) As part of its Collegiate High School program, IRSC will work closely with each school district in its service area to provide students with the opportunity to earn industry certifications while simultaneously participating in dual enrollment programs that lead to immediate employment upon graduation of high school or support the continuation of a post-secondary program at the associate or baccalaureate level.
- D) As required by SB 850, IRSC and Okeechobee County School District's collegiate high school program will *serve 12th grade students for at least one full school year and will provide the opportunity to earn CAPE industry certifications and successfully complete 30 credit hours through the dual enrollment program toward the first year of college for an associate degree or a baccalaureate degree while enrolled in the collegiate high school program.*
- E) Students who wish to participate in the collegiate high school program, must participate simultaneously in both a CAPE industry certification program and dual enrollment. Students who are dual enrolled but not working toward a CAPE industry certification are considered dual enrollment students but not collegiate high school students.
- F) Students participating in the collegiate high school program are required by SB 850 to *enter into a student performance contract which must be signed by each participating student, the parent, a representative of the school district, and a representative of Indian River State College.*

- G) Upon request, Indian River State College will provide college readiness resources and professional development training to secondary level teachers to support students who wish to participate in dual enrollment but lack the requirements to do so.
- H) All conditions of the 2014 -2015 Dual Enrollment Agreement remain intact as stated in each entry below to the conclusion of this document. Each item below, to the end of this contract, were taken from the 2014-2015 Dual Enrollment Agreement that was signed by Indian River State College and the Okeechobee County School Board in 2014. They are included in this contract to represent that the 2014 – 2015 Dual Enrollment Agreement remains in place. Items A – G specifically address the requirements and conditions that IRSC and the Okeechobee County School Board have determined as an appropriate agreement to comply with SB 0850.
- I) Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- J) Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- K) The parties through this Agreement recognize that as provided under Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7059, and SB 1514, and SB 0850 accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs are available for qualified students from the School District enhance learning opportunities and are required to be made available for those students. Per SB 850 qualified high school students will be permitted to participate in no fewer than 30 college credit hours and may participate in the dual enrollment program to the extent of earning an associate degree.
- L) The parties will utilize existing articulation agreements as provided in Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7059, and SB 1514 including:
1. College Credit Dual Enrollment
 2. Vocational Credit Dual Enrollment
- M) Per Senate Bill 1514, the Okeechobee County School District shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus to cover instructional and support costs incurred by the college. For 2014-

15 the standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. On-line dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision.

- N) Indian River State College will bill the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.
- O) The College's invoice for dual enrollment will itemize the following information:
- Student's name;
 - Prefix and title of dual enrollment course;
 - High School Name;
 - Number of credits;
 - Total number of credits for all students, and;
 - Total amount due.
- P) A postsecondary institution may enter into an agreement with the school district to authorize teachers who teach dual enrollment courses at the high school site or the postsecondary institution.
- Q) A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Ratification of Existing Agreements: All existing agreements between the TRUSTEES and the BOARD are hereby modified to conform with the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7509, SB 1514, and SB 850, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the TRUSTEES and the BOARD, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the IRSC Dual

Enrollment Course list website link.

Section 1007.271, F.S. requires school districts to “weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited.”

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the School District. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1007.271 (2), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

College Guidance:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to create an advising plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their educational plan online via the IRSC website where it can be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain “on-track” for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped without notification to the counselor.

- 4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their individualized advising plan. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.
- 5) IRSC provides high school counselors with online access to:
 - The student's advising plan
 - Transcript of grades
 - Student degree audit, test scores and placement values
 - Academic planning comments
 - Student class schedule
 - Email links to the student's IRSC counselor/advisor
 - Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.
- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 5) Hosting a guidance counselor conclave in the fall semester each year to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Student Eligibility: High school students/parents interested in dual enrollment must fulfill the requirements to participate identified under Section 1007.231 (3), F.S. and SBE Rule 6A-14.064 and provided further, all eligible students:

- 1) Must be enrolled in grades 10, 11 or 12 in a Florida public secondary or in a Florida non-public secondary school which is in compliance with Section 1002.42 (2) or enrolled in home-education programs pursuant to Section 1002.01 (1).
- 2) Must hold a minimum of 3.0 unweighted GPA for college credit courses

and a minimum of 2.0 unweighted GPA for technical education courses and/or Student Life Skills (SLS) courses. Recommended students with a GPA lower than the requirements above for dual enrollment may enroll pending documentation of approval from school district officials and the college administration.

- a. Exceptions to the GPA requirement may be granted by an IRSC Dean or Provost, upon the recommendation of the high school guidance counselor.
 - b. Decision will be based on high school justification, academic rigor of the course, placement scores, and other academic history.
- 3) Must show college coursework readiness by successfully achieving the scores established by the Florida College System for placement into college-level math, reading, and English courses as stated in Section 1008.30, F.S. Beginning with the academic year of 2012/13 the State of Florida will use the new Postsecondary Education Readiness Test (PERT) exam instead of the College Placement Test (CPT).
 - 4) May substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT Recentered) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college level readiness are:

ACT English:	17
ACT Reading:	18
ACT Math:	19

SAT English:	440
SAT Reading:	440
SAT Math:	440

- 5) Who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by the School District of the requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.
- 6) Must complete dual enrollment application/permission forms with all appropriate signatures.
- 7) Must complete course registration forms with all appropriate signatures.
- 8) Must complete any applicable vocational assessment (i.e. TABE).
- 9) If a student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through dual enrollment.

Student Support: High school counselors and IRSC educational service staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance

counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<http://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

Student Standards of Conduct (page 37-39 of Student Handbook): The college looks upon its students as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to insure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline, page 55.)

Board Policy Number 6Hx11-7.24 Student Standards of Conduct— Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.

Student Standards of Conduct are applicable on campus, at off campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;
- To acknowledge and comply with reasonable requests for student

assistance or service by College personnel whenever possible;

- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

- A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
- B. Forgery, alteration, or misuse of College documents, records, or identification.
- C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
- D. Theft or damage to property of the College or of a member of the College community or campus visitor.
- E. Unauthorized entry to or use of College facilities.
- F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogenics, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on College-owned property or at College-supervised functions.
- I. Failure to comply with directions of College officials acting in the performance of their duties.
- J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
- K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Educational Services and advising staff will:

- 1) Make sure dual enrollment students are properly identified as such in the Mariner system.
- 2) Ensure that an individualized student success plan is developed and implemented for each dual enrollment student.

- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide the school district with the student's grades at the end of the term electronically through the state FASTER system.
- 5) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as: Career Planning, Academic Support Centers (ASC), and Libraries.
- 6) Students may also access the IRSC website for detailed information on degrees, programs, and resources.

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

Instructional Quality and Evaluation: The TRUSTEES shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACS Guidelines. These IRSC criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught.
- 2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.
- 3) If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.
- 4) IRSC and the School District shall collaborate to ensure full compliance with all IRSC faculty certification procedures, and SACS Commission on Colleges Principles of Accreditation.
- 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
- 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
- 8) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, objectives, competencies and final exams.

Completed scored exams will be returned to IRSC and held on file for at least one (1) year.

- 9) All instructors teaching dual enrollment courses shall provide a copy of the course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 10) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
- 11) IRSC and the School District shall collaborate to ensure full compliance with SACS standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.

Responsibilities:

- 1) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2) Insurance fees will be paid by the student unless BOARD provides appropriate insurance for coverage.
- 3) Students and/or the BOARD are responsible for transportation to and from dual enrollment classes.
- 4) The President or designee, for the TRUSTEES, shall have the responsibility for selection of textbook and courses materials in accordance with this Agreement.
- 5) The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the TRUSTEES, and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- 6) All textbooks and reusable course materials become property of the BOARD at the end of the course and must be returned to the school by the student using the course materials.
- 7) The TRUSTEES shall issue payment for instructional time rendered by an instructor employed by the TRUSTEES and in accordance with the current AAUP contract.
- 8) The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
- 9) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
- 10) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064, and HB7509.
- 11) Students and parents shall sign acknowledgement of the following college course-level expectations:

- a. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
 - b. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission.
 - c. Students who do not receive a passing grade for a course or who receive a grade of "W" according to the college, may retake the course at their own expense only.
 - d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
 - e. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
- 12) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

Financial Arrangements – Tuition and Cost Sharing:

- 1) When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. On-line dual enrollment courses which are taught by an Indian River State College faculty member are subject to this provision.
- 2) When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the school district is only responsible for the College's actual costs associated with offering the program. Indian River State College and the Okeechobee County School District agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses which are taught by school district faculty approved by IRSC to teach the course are subject to this provision.
- 3) In acknowledgement of the school districts partnership and to transition collaboratively to new provisions, IRSC will establish a one-year cost sharing program in the academic year 2014-15 for dual enrollment.
- 4) The College will invoice the school district twice, on October 20, 2014 and on February 16, 2015 during the 2014-15 school year. The invoice is payable 30 days from the date of the invoice and will include the details listed in section H of this agreement.

- 5) Provided the outstanding invoice to the school district for the Fall 2014 term is paid in full to the College by December 1, 2014, the College agrees to share in the cost of dual enrollment instructional materials, counseling and advising time up to 15% of the amount of dual enrollment billed by Indian River State College, payable on December 31, 2014 to the school district.
- 6) Provided the outstanding invoice to the school district for the Spring 2015 term is paid to the College by March 30, 2015 the College agrees to share in the cost of dual enrollment instructional materials, counseling and advising time up to 15% of the amount of dual enrollment billed by Indian River State College, payable on April 30, 2015 to the school district.

ARTICLE III. Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated there under. The parties expressly agree to maintain records in compliance with the Federal Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES
OF Indian River State College

SCHOOL BOARD OF
Okeechobee County

Chair – Phoebe Raulerson

Chair- Joe Arnold

Date: _____

Date: _____

Attest: _____
Dr. Edwin R. Massey, President

Attest: _____
Ken Kenworthy, Superintendent

Reviewed by Board Attorney

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **MASTER BOARD TRAINING**
DATE: February 10, 2015

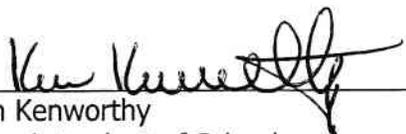
RECOMMENDATION:

That the Board consider participation in Master Board Training provided by the Florida School Boards Association.

BACKGROUND INFORMATION:

Additional information regarding scheduling and available dates will be presented at the Board meeting.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

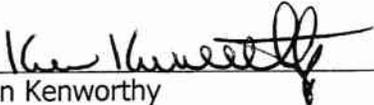
SUBJECT: DIRECTION OF THE BOARD REGARDING TOBACCO-FREE SCHOOLS POLICY

DATE: February 10, 2015

RECOMMENDATION:

That the Board provide direction for the Superintendent regarding policy for tobacco-free schools and District-owned property.

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

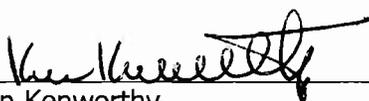
To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **EMPLOYMENT OF PERSONNEL**
DATE: February 10, 2015

RECOMMENDATION:

That the following personnel be employed:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Algarin, Deliris	Aide, ESE Guidance Clerical	Seminole Elementary School	01-15-2015
Harris, Krischell	Teacher, ESE	South Elementary School	01-20-2015
Harwas, Oliver J.	Custodian II	Okeechobee High School	01-20-2015
Klima, Matthew	Teacher, Social Studies	Osceola Middle School	01-20-2015
Latino, Thomas (Out of Field Reading/PE)	Teacher, Social Studies/Reading/PE	Osceola Middle School	01-12-2015
Platt, Jeffry (Out of Field)	Teacher, Reading	Osceola Middle School	01-29-2015
Purvis, Phillip W.	Custodian II	Yearling Middle School	01-13-2015
Smith, Steven (Out of Field)	Teacher, PE	North Elementary School	01-20-2015

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **RESIGNATION, TERMINATION, AND SUSPENSION OF EMPLOYMENT**
DATE: February 10, 2015

RECOMMENDATION:

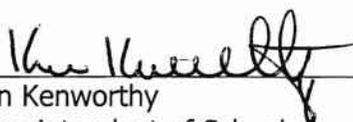
That resignations for the following personnel be accepted:

<u>Name</u>	<u>Position</u>	<u>School or Center</u>	<u>Effective Date</u>
Geeting, Greg (Retirement)	Teacher, ESE	Yearling Middle School	02-02-2015
Klein, LaVerne (Retirement)	Secretary	District Office	07-01-2015
Paige, Donald Joe (Retirement)	Teacher, Elementary	Seminole Elementary School	05-01-2015
Schneider, Erika (Retirement)	Bus Driver	Transportation	06-08-2015
Scott, Lauren	Teacher, Language Arts	Osceola Middle School	01-19-2015
Walters, Suzanne	Bus Driver	Transportation	03-02-2015

Correction to the following effective date approved on the December 9, 2014, Board meeting:

Michaels, Rebecca	Bus Driver	Transportation	12-19-2014	11-19-2014
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RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **TRANSFER OF PERSONNEL**
DATE: February 10, 2015

RECOMMENDATION:

That the following personnel transfers be approved:

<u>Name</u>	<u>Transfer From</u>	<u>Transfer To</u>	<u>Effective Date</u>
Ruiz, Rosa	Aide, ESE Guidance Clerical Seminole Elementary School	Advocate, Migrant Seminole Elementary School	01-15-2015
Walsh, Kelly	Teacher, Elementary Everglades Elementary School	Teacher, Social Studies Osceola Middle School	01-06-2015

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board

FROM: Ken Kenworthy, Superintendent of Schools

SUBJECT: **ADDITIONS TO SUBSTITUTE TEACHERS FOR 2014-15**

DATE: February 10, 2015

RECOMMENDATION:

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

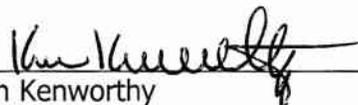
<u>Name</u>	<u>Rank</u>
Cowan, Nathaniel	III
Huff, Mary	III

Rank I – Less than 60 college credit hours

Rank II – 60 or more college credit hours

Rank III – Bachelor's degree or higher

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **PAYMENTS TO PERSONNEL**
DATE: February 10, 2015

RECOMMENDATION:

That the Board approve the following payments to personnel:

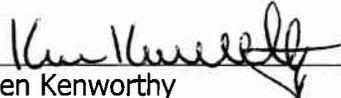
<u>Name/Group</u>	<u>Purpose</u>	<u>Rate of Pay</u>	<u>Time Period (Maximum)</u>	<u>Funding Source</u>
Brian Dryden	<u>Additional Class Period – 7th Period Agriculture</u>	Hourly Rate of Pay	2014-15	OHS Budget
Rosa Ruiz	Assist Migrant Students & Families with Translation	\$12.00 Per Hour	30 Hours 1/15/15-6/18/15	4517 – Title I Migrant

Correction to the following number of hours approved on the December 9, 2014, Board meeting:

Sharon Whitaker	Plato Curriculum Writing	\$13.50 Per Hour	75 100 Hours 7/1/14-6/1/15	4521 – Title II
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Note: All professional development shall comply with provisions in the negotiated personnel contracts.

RECOMMENDED BY:


 Ken Kenworthy
 Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **FLORIDA INVENTORY OF SCHOOL HOUSES (FISH) CERTIFICATION**
DATE: February 10, 2015

RECOMMENDATION:

That the Board approve the Florida Inventory of School Houses (FISH) Certification of Facilities Data.

BACKGROUND INFORMATION:

State Statute 1012.31(1)(d) requires periodic updates of inventory of educational facilities. Section 6.1(5)(c), State Requirements for Educational Facilities (SREF), requires that "*prior to April 1 of each year, each school district shall review the Florida Inventory of School Houses (FISH) and shall certify to the Office of Educational Facilities that the inventory is current and accurate.*" The review has been completed by Brian Barrett, Director of Operations, and a copy of the certification is included in Board Member agendas. The certification and the FISH Inventory are available upon request from the Director of Operations.

RECOMMENDED BY:


Ken Kenworthy
Superintendent of Schools

To: The Okeechobee County School Board
FROM: Ken Kenworthy, Superintendent of Schools
SUBJECT: **WARRANT REGISTER FOR JANUARY, 2015**
DATE: February 10, 2015

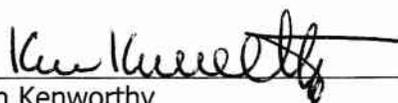
RECOMMENDATION:

That the Warrant Register for January, 2015, be approved as follows:

General Disbursement Account – Warrants #153530 thru #153871

Operating General Fund	\$ 1,569,749.82
Federal Programs Fund	149,200.76
Food Service Fund	129,953.14
Capital Improvement Fund	<u>91,405.79</u>
Total	\$ 1,940,309.51

RECOMMENDED BY:



Ken Kenworthy
Superintendent of Schools