



SCHOOL BOARD OF OKEECHOBEE COUNTY

AGENDA FOR REGULAR MEETING
JUNE 10, 2014
6:00 P.M.

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

Vision

Achieving Excellence

Mission

The School District of Okeechobee County will prepare all students to be college and career ready and to possess the attitudes and values necessary to function as productive members of our society.

Core Values

- Excellence
Educational Quality
Equity
Environment that is Safe and Secure
Empowerment of all Shareholders and Partners

2013-14

Strategic Plan Goals

- To Prepare Students to be College and Career Ready
To Maximize Efficient and Effective Use of Available Resources
To Empower Stakeholders through Opportunities for Meaningful Participation
To Provide a Safe and Secure Education for ALL

I. Call to Order

- Prayer - Rev. Gwen Livatt, New St. Stephens AME Church
Pledge of Allegiance

II. Opening Items

- Student Recognition
C@mp IT Booklet Cover Design Contest Winners
State and International Science & Engineering Fair Representatives
Duke University Talen ID Program - State Qualifier
OHS Baseball Team - Seniors - District Champions
FFA Vegetable Evaluation Team - State Champions
YMS Vegetable Evaluation Team - 3rd in State
4-H Meat Evaluation Team - State Champions
Staff Recognition
Retirements
Administrative
Randy Paulson, Principal, Central Elementary School
Sharon Suits, Director, K-12 Accountability & Assessment
John Boak, Foreman, Maintenance Department
Instructional
Dale Burk, VE Teacher, Osceola Middle School
Karen Charlton, Math Teacher, Yearling Middle School
Jacqueline Hilyer, 1st Grade Teacher, North Elementary School
Gene Lenfest, Math Teacher, Okeechobee High School
Chuck Parson, Industrial Education Teacher, Okeechobee High School
Non-Instructional
Juanita Gant, Food Service Manager, South Elementary School

III. Approval of Minutes

- Workshop of April 29, 2014
Meeting of May 13, 2014

IV. Presentation - "Roadmap to Success" Renée Geeting
Assistant Superintendent for Instructional Services

V. Items for Action

- Resolution Honoring Dr. Frank H. Platt
Continuation of Moratorium on Impact Fees
Ratification of Memoranda of Agreement for 2013-14 Personnel Contracts
Scheduling of Board Meetings to Meet TRIM Requirements
Consideration of Personnel Matters
Approval of Retainer for Legal Representation of Brown, Garganese, Weiss, & D'Agresta, P.A.
Recommendation for Termination From Employment of Thomas Bonasera

|            |   |       |
|------------|---|-------|
| <b>V.</b>  | <b><u>Items for Action</u></b> (Continued)  |       |
|            | H. Adoption of Board Policy 7.42 <u>Alternative Construction and Maintenance</u> .....    | 8     |
|            | I. Comprehensive Safety Inspection Report for 2013-14.....                                | 9     |
|            | J. Appointment of Board Member and Citizen Member to<br>Value Adjustment Board.....       | 10    |
|            | K. Agreement with Fieldprint, Inc.....  | 11    |
|            | L. Appointment of Instructional Personnel on Annual Contract.....                         | 12    |
|            | M. Appointment of Managerial Personnel.....   | 13    |
|            | N. Revisions to Personnel Allocations for 2014-15.....                                    | 14    |
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|            | A. Employment of Personnel.....   | 15    |
|            | B. Employment of Temporary Personnel.....   | 16    |
|            | C. Employment of Summer School Personnel.....   | 17    |
|            | D. Resignation, Termination, and Suspension of Employment.....                            | 18    |
|            | E. Transfer of Personnel.....   | 19    |
|            | F. Leave Requests.....  | 20    |
|            | G. Additions to Substitute Teachers for 2013-14.....                                      | 21    |
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|            | I. Resolution to Participate in the Heartland Educational Consortium.....                 | 24    |
|            | J. Letter Purchase Order for Services of Interim Director of Operations.....              | 25    |
|            | K. Contract for Legal Services for 2014-15.....   | 26    |
|            | L. Agreement with Sheriff's Office for School Resource Officer Program.....               | 27    |
|            | M. Participation Agreement with Florida Virtual Online School, Inc.....                   | 28    |
|            | N. Memorandum of Understanding with Florida Virtual School.....                           | 29    |
|            | O. Agreement with Psychotherapy Associates, LLC.....                                      | 30    |
|            | P. Agreement with Treasure Coast Therapeutics, P.A.....                                   | 31    |
|            | Q. Agreement with Children's Counseling Network, LLC.....                                 | 32    |
|            | R. Agreement with HPS, Helping People Succeed, Inc.....                                   | 33    |
|            | S. Agreement with the Area Agency on Aging of Palm Beach/<br>Treasure Coast, Inc.....     | 34    |
|            | T. Letter of Agreement with AmeriCorps St. Lucie, Indian River<br>& Okeechobee Reads..... | 35    |
|            | U. Agreement with Seminole County School Board for ECTAC Services.....                    | 36    |
|            | V. Student Exchange Agreement with Glades County School District.....                     | 37    |
|            | W. School Safety & Security Best Practices Self-Assessment for 2013-14.....               | 38    |
|            | X. Property Disposal List #9 for the 2013-14 Fiscal Year.....                             | 39    |
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|            | AA. Warrant Register for February, 2014.....  | 42    |

SCHOOL BOARD OF  
OKEECHOBEE COUNTY

AGENDA FOR  
REGULAR MEETING  
JUNE 10, 2014

**VII. Information Items:**

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

*The next regular School Board meeting is Tuesday, July 8, 2014*

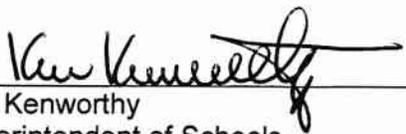
Persons are advised that if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is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

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** RESOLUTION TO HONOR DR. FRANK H. PLATT  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board adopt the attached Resolution honoring the passing of Dr. Frank H. Platt, former School Board member.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**RESOLUTION**  
**TO HONOR**  
**DR. FRANK H. PLATT**

*Whereas*, the Okeechobee County School District has sustained a loss with the passing of Dr. Frank H. Platt on May 14, 2014; and

*Whereas*, the School Board held Dr. Frank H. Platt in high regard as a friend to education and as a citizen of the community; and

*Whereas*, this School Board attributes to Dr. Frank H. Platt sound leadership during his term as a School Board member January, 1967, to October, 1973, and as Chairman of the School Board from January 1971, to January 1973; and

*Whereas*, this School Board is appreciative of the support of Dr. Frank Platt 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 Dr. Frank H. Platt 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 past School Board member, and we do hereby extend our deepest sympathy to the family of Dr. Frank H. Platt.

*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 his family.

*Adopted* at a regular meeting of the School Board of Okeechobee County, Florida, this 10<sup>th</sup> day of June, 2014.

**OKEECHOBEE COUNTY SCHOOL BOARD**  
**OKEECHOBEE, FLORIDA**

ATTEST:

\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

\_\_\_\_\_  
Joe Arnold, Chairman

\_\_\_\_\_  
Gay Carlton, Vice Chairman

\_\_\_\_\_  
Malissa Morgan

\_\_\_\_\_  
India Riedel

\_\_\_\_\_  
David Williams



**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** CONTINUATION OF MORATORIUM ON IMPACT FEES  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board recommend to the Board of County Commissioners of Okeechobee County the suspension and waiver of the imposition and collection of Public Education Impact Fees in accordance with a resolution adopted by the School Board on October 11, 2011.

BACKGROUND INFORMATION:

A copy of the resolution of October 11, 2011, is attached and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

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

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

WHEREAS, current student enrollment for the 2011-12 school year is 140 students less than was projected, and future projected student enrollment through school year 2021-22 is expected to continue to decline, and

WHEREAS, based upon the present decline in student enrollment and future projections of the continued decline in student enrollment, the anticipated need for new school construction due to population growth is minimal.

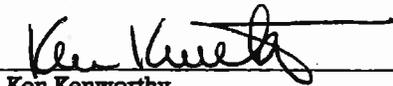
NOW, THEREFORE, be it hereby resolved by the School Board of Okeechobee County, Florida, that the Board of County Commissioners of Okeechobee County, Florida, is hereby requested to suspend and waive the imposition and collection of the public education impact fee until June 30, 2012, and thereafter to annually continue the waiver and suspension of such fee pending receipt of a new impact fee study recommending the re-imposition and collection thereof.

Adopted this 11<sup>th</sup> day of October, 2011.

**OKEECHOBEE COUNTY SCHOOL BOARD  
OKEECHOBEE, FLORIDA**

  
\_\_\_\_\_  
Kelly Owens, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent and Secretary to the Board



**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** RATIFICATION OF MEMORANDA OF AGREEMENT FOR 2013-14 PERSONNEL CONTRACTS  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board ratify the Memoranda of Agreement listed below as negotiated with the Okeechobee County Education Association #1604 (OCEA):

- Recording of K-3 Test Scores and Dates on District Provided Excel Form (signed by parties on 04-21-14)
- Performance Pay Plan (signed by parties on 04-30-14)
- Revisions to Article XII. Evaluation; F. *Value Added/Student Learning Growth/Gain Data*; and I. *Outcome of Final Evaluation* (signed by parties on 05-15-14)

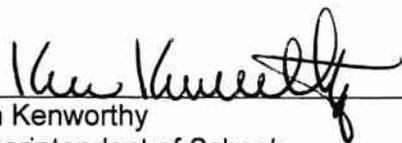
**Note:** The Memorandum of Agreement regarding Summer Work Schedule was ratified by the School Board on May 13, 2014.

BACKGROUND INFORMATION:

The revised instruments listed above were ratified by the Instructional and Classified Units of OCEA, as applicable, on May 30, 2014. The voting results are shown below. Copies of the Memoranda of Agreement are attached and are available upon request in the Superintendent's office.

|   | <u>Instructional Unit</u> |                 | <u>Classified Unit</u> |                |
|---|---------------------------|-----------------|------------------------|----------------|
|   | <u>For:</u>               | <u>Opposed:</u> | <u>For:</u>            | <u>Opposed</u> |
| Recording of K-3 Test Scores (Spreadsheet)    | 122                       | 12              |                        |                |
| Performance Pay Plan                          | 109                       | 27              |                        |                |
| Evaluation Revisions (Article XII. F. and I.) | 111                       | 25              |                        |                |
| Summer Hours                                  | 127                       | 7               | 53                     | 10             |

RECOMMENDED BY:

  
 Ken Kenworthy  
 Superintendent of Schools

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

Classroom teachers teaching grades K-3 will record and electronically submit to the Principal, in the District-provided Excel format, the following:

1. All student scores and the date tested on the post-tests described in Article XII.F.5 and Article XII.F.6 of the OCEA-OCSB Collective Bargaining Agreement, and
2. Student scores and the date tested on the pre-tests as described in Article XII.F.5 and Article XII.F.6 of the OCEA-OCSB Collective Bargaining Agreement for those students who do not achieve proficiency on the post-tests.

The District agrees to provide on-site training in retrieving the data necessary to complete this task at least once to each elementary school worksite during the 2013-2014 school year. Attendance at this training shall be strictly at the option of each teacher. The District further agrees to make available an electronic copy of training materials used.

The parties agree that accurate entry of test-related data is important to preserve the integrity of the evaluation process. Principals shall make a reasonable effort to verify the accuracy of the data received as outlined above. It is not the intent of the parties to subject teachers to disciplinary procedures for minor errors in data entry.

For the Board:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board  
  
4/21/14  
\_\_\_\_\_  
Date

For the Association:

  
\_\_\_\_\_  
Donna Dennison  
President  
Okeechobee County Education Association #1604  
  
4/21/14  
\_\_\_\_\_  
Date

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

**Performance Pay Plan  
Instructional Personnel Unit**

Florida Statute 1012.22 and participation in Florida's Race to the Top Grant require each district to develop a performance pay plan. The School District of Okeechobee County and the Okeechobee County Education Association recognize that salary is mandatory topic of bargaining and that no statement contained herein is an attempt to prohibit or restrict bargaining on an annual basis. The tenants of the performance pay plan for are as follows:

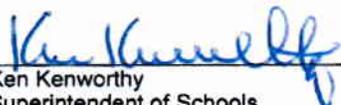
**Grandfathered Salary Schedule**

1. The Grandfathered salary schedule consists of 33 fractionalized steps ranging from \$36,000 to \$61,600.
2. The Grandfathered salary schedule is indexed at \$400 increments.
3. Because salary is negotiated on an annual basis, movement will be determined during collective bargaining.
4. The Grandfathered salary schedule contains an experience grid that prohibits new hires from passing current employees with similar experience.

**Performance Salary Schedule**

1. The Performance salary schedule is identical to the Grandfathered salary schedule.
2. Individuals with an effective rating will be moved in an identical manner to the individuals moving on the Grandfathered salary schedule. For example: During negotiations, it may be determined that individuals eligible for one whole step may receive \$800 on the Grandfathered salary schedule. Because the law allows individuals receiving an effective rating to make exactly the same amount as the individuals on the Grandfathered salary schedule, his/her increase would also be \$800.
3. According to F.S. 1012.22, the annual salary adjustment under the Performance salary schedule for an employee rated as highly effective must be greater than the highest annual salary adjustment available to an employee of the same classification through any other schedule adopted by the district.
4. In addition, the adjustment under the Performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification. For example: If the adjustment for the individual rated effective on the Performance salary schedule is \$800 (1 step), then the adjustment for highly effective must be \$1,200 (1.5 steps). ( $\$800/\$1,200=0.667*100=66.7\%$ )
5. The Performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year.

For the Board:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board

4/30/14  
Date

For the Association:

  
\_\_\_\_\_  
Donna Dennison  
President  
Okeechobee County Education Association #1604

4/30/14  
Date

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

The Okeechobee County School Board and the Okeechobee County Education Association #1604 have reached agreement regarding Article XII., Evaluation, F. Value Added/Student Learning Growth/Gain Data, and *I. Outcome of Final Evaluation*, as follows:

**F. Value Added/Student Learning Growth/Gain Data**

The Value Added Model (VAM) will be calculated for instructional personnel as follows:

1. Student test results (growth data) for the 2011-2012 school year will constitute year one (1) (the beginning year) for the purpose of compiling three (3) years of student growth data for teachers who teach FCAT subject area content and whose students take the FCAT assessment. The 2013-14 school year will constitute year one (1) for teachers who used schoolwide or districtwide scores in previous year(s) and now have scores for the individual students they serve. For teachers who become employed by the district any time after a year one (1) implementation of any approved statewide or local district assessment, that year of employment constitutes their year one (1) for the purpose of compiling three (3) years of student growth data. When three (3) years of data is available, fifty percent (50%) of the teacher's evaluation will be based on the Instructional Practice Component (IPC) and fifty percent (50%) on student learning growth and achievement. When three (3) years of this data is not available for each teacher, the proportions will alter to 60% for IPC and 40% for student growth and achievement.
2. Instructional personnel serving a combination of students taking FCAT, not taking FCAT, taking Florida Alternate Assessment (FAA), or other state or district approved assessment, will have their student growth and achievement based on a percentage of students assigned to each of these categories. (Examples: guidance counselors, deans, media specialists, elementary PE, ESE, Drama)
3. Exceptional Student Education teachers will use the Florida Alternative Assessment (FAA) when administered to their students.
4. PreK students will be assessed as follows:
  - a. Developmental PreK (ACE) teachers' student growth will be calculated using the Brigance Developmental Inventory
  - b. The Voluntary PreK teachers' student growth will be measured using the Florida VPK Assessment.
5. Classroom teachers, teaching grades K-2, will have their student growth and achievement calculated by the percent of students showing growth in reading ~~or and~~ math; ~~whichever is higher~~, on the reading portion of the Pearson Reading Street Assessment ~~or and~~ on the Harcourt Go Math Assessment weighted fifty percent (50%) in reading and fifty percent (50%) in math. Student growth will be measured by an average increase of at least two and one-half (2.5) percentage points per month for each month the student is present or an overall score of seventy-five (75) percentage points or higher on the end-of-year test. These increases shall be measured from the score earned on a pre-test in a teacher's classroom to the point in time a post-test is administered.

6. Classroom teachers, teaching 3<sup>rd</sup> grade, will have their student growth and achievement calculated by the percent of students showing growth on Performance Matters in reading and math, weighted fifty percent (50%) in reading and fifty percent (50%) in math. Student growth will be measured by an average increase of at least two (2.0) percentage points per month for each month the student is present in a teacher's classroom or an overall score of seventy-five percent (75%) or greater on the end-of-year test. These increases shall be measured from the score earned from Benchmark 1 to the point in time the last Benchmark 3 is administered.
7. Classroom teachers, teaching grades 4 and above, whose students take FCAT in subject area(s) of reading and math taught by them will use their individual students' scores for FCAT reading ~~or and~~ math, ~~whichever is greater~~ weighted fifty percent (50%) in reading and fifty percent (50%) in math.
8. Classroom teachers, teaching only reading or math in grades 4 or above, will have their student growth and achievement based on the FCAT VAM for their students in the subject area taught.
9. Classroom teachers, teaching 8<sup>th</sup> grade science or departmentalized 5<sup>th</sup> grade science, will have fifty percent (50%) of their student growth and achievement calculated by using the percent of students scoring Level 3 or above on the science FCAT, ~~and fifty~~ twenty-five percent (25%) on Reading or and ~~twenty-five percent (25%) on Math VAM, whichever is higher.~~
10. Classroom teachers whose students ~~take FCAT~~ who have a reported VAM in a subject area(s) other than that taught by them will use their individual students' VAM scores for reading ~~or and~~ math, ~~whichever is greater~~ weighted fifty percent (50%) in reading and fifty percent (50%) in math. (Examples: 8<sup>th</sup> grade social studies, 9<sup>th</sup> grade art)
11. Classroom teachers who teach courses with End of Course (EOC) exams in which passing scores have been established by the state will have their students' growth calculated based on the percentage of students passing the EOC. (Examples: ~~Algebra I, Geometry, Biology I, US History~~) Classroom teachers who teach Algebra I will have their student growth and achievement calculated using the Algebra I VAM.
12. Classroom teachers who teach Advanced Placement (AP) courses will have their students' growth calculated by the percentage of students scoring at Level 2 or above on the AP exam.
13. Non-classroom teachers assigned to specific schools or multiple schools will have their student growth and achievement calculated by using the reading and math assessments assigned to the students they serve weighted fifty percent (50%) in reading and fifty percent (50%) in math. (Examples: **guidance counselors, deans, staffing specialists, speech therapists, social workers, etc.)**
14. Reading coaches will have their student growth and achievement calculated by using the reading assessments assigned to the students they serve. Science and Math Coaches will have their student growth and achievement calculated by using assessments assigned to the students they serve weighted seventy-five percent (75%) in math and twenty-five percent (25%) in science.
15. Classroom teachers whose students are in grades 11 and 12 will have their student growth and achievement calculated based on the percentage of students scoring 75% or greater on the district-developed subject area exams and other assessments where applicable.
16. Classroom teachers whose students are in dual enrollment courses will have their student growth and achievement calculated based on the percentage of students scoring 70% or greater on the dual enrollment final exams.
17. Classroom teachers teaching band will have their student growth and achievement calculated based on FCAT reading or math for the students they serve, whichever is greater, in grades 5-10, and all FBA adjudications for grades 11-12.

18. Student growth and achievement scores for classroom teachers teaching semester-long classes will be calculated based on student data from both semesters.
19. Student growth and achievement will be calculated using the cut scores listed below unless instructed otherwise by the Florida State Board of education.

Reading and Mathematics/District Selected or Created Assessment/EOC

Unsatisfactory: 0-26

Needs Improvement: 27-42

Effective: 43-71

Highly Effective: 72-100

- a. For the 2013-14 school year only, any classroom teacher whose students are measured with an achievement assessment, as compared to a growth model (VAM) assessment, and whose class is comprised of at least 50% or more of students who score in the lowest quartile for any test or measure used for classroom placement or any classroom teacher whose class is comprised of 11<sup>th</sup> and 12<sup>th</sup> grade students of which 50% or more have not met FCAT reading or the concordant score graduation requirement will have additional points added to their student growth/achievement final calculation. The additional points shall not exceed three (3) in number.
- b. For the 2013-14 school year only, classroom teachers who teach multiple periods will receive additional points prorated according to the number of classes described above, not to exceed a total of three (3) additional points.
- c. Classroom teachers who teach courses with EOC exams and at least 50% of their students were previously unsuccessful on the EOC exam will have five (5) points added to their student growth and achievement calculation for those courses.
- d. A classroom teacher will be eligible for either three (3) or five (5) additional points; these points shall not be stacked.

20. Evaluation Assessment Criteria By Grade [\(This chart is not intended to capture every possible instructional position in the District. Article XII.F.\(1-19\) provides a more comprehensive description of assessments to be used for student growth and achievement.\)](#)

| Grade  | Assessment   | Notes   |
|--|--|---|
| Ace Pre-K                                      | Brigance Developmental Inventory   | Percentage of students showing growth   |
| VPK  | Florida VPK Assessment   | Percentage of students showing growth   |
| Kindergarten                                   | Pearson Reading Street Assessment <del>or</del> <u>and</u> Harcourt Go Math Assessment | Percentage of students increasing an average 2.5 percentage points per month or greater or scoring an overall 75% or higher on end of year test <u>weighted 50% in reading and 50% in math.</u>                                   |
| 1 <sup>st</sup> Grade                          | Pearson Reading Street Assessment <del>or</del> <u>and</u> Harcourt Go Math Assessment | Percentage of students increasing an average 2.5 percentage points per month or greater or scoring an overall 75% or higher on end of year test <u>weighted 50% in reading and 50% in math.</u>                                   |
| 2 <sup>nd</sup> Grade                          | Pearson Reading Street Assessment <del>or</del> <u>and</u> Harcourt Go Math Assessment | Percentage of students increasing an average 2.5 percentage points per month or greater or scoring an overall 75% or higher on end of year test <u>weighted 50% in reading and 50% in math.</u>                                   |
| 3 <sup>rd</sup> Grade                          | Performance Matters Reading and Math   | Percentage of students increasing an average 2.0 percentage points per month or greater or scoring an overall 75% or higher on the post test in a 50% reading and 50% math combination.   |
| 4 <sup>th</sup> Grade                          | FCAT Reading <del>or</del> <u>and</u> Math   | VAM for Reading <del>or</del> <u>and</u> Math, <del>whichever is greater</del> <u>weighted 50% in reading and 50% in math.</u>  |
| 5 <sup>th</sup> Grade                          | FCAT Reading <del>or</del> <u>and</u> Math   | VAM for Reading <del>or</del> <u>and</u> Math, <del>whichever is greater</del> <u>weighted 50% in reading and 50% in math.</u>  |
| 5 <sup>th</sup> Grade                          | Departmentalized Courses   | VAM for individual students in Reading or Math <del>whichever is higher.</del>  |
| 5 <sup>th</sup> Grade                          | FCAT Science (Departmentalized) <u>Reading and Math</u>                                | <del>Fifty percent (50%)</del> <u>50%</u> on students scoring Level 3 or above on FCAT Science, <del>and Fifty percent (50%) on reading or math</del> <u>VAM whichever is higher.</u> <u>25% on reading VAM, 25% on math VAM.</u> |
| 6 <sup>th</sup> Grade                          | FCAT Reading or Math   | VAM for Reading <del>or</del> <u>and</u> Math, <del>whichever is greater</del> <u>based on teacher assignment.</u>  |
| 7 <sup>th</sup> Grade                          | FCAT Reading or Math   | VAM for Reading <del>or</del> <u>and</u> Math, <del>whichever is greater</del> <u>based on teacher assignment.</u>  |
| 8 <sup>th</sup> Grade                          | FCAT Reading or Math   | VAM for Reading <del>or</del> <u>and</u> Math, <del>whichever is greater</del> <u>based on teacher assignment.</u>  |
| 8 <sup>th</sup> Grade                          | FCAT Science (Departmentalized) <u>Reading and Math</u>                                | <del>Fifty percent (50%)</del> <u>50%</u> on students scoring Level 3 or above on FCAT Science, <del>and Fifty percent (50%) on reading or math</del> <u>VAM whichever is higher.</u> <u>25% on reading VAM, 25% on math VAM.</u> |
| 9 <sup>th</sup> Grade                          | FCAT Reading   | VAM for Reading   |
| 10 <sup>th</sup> Grade                         | FCAT Reading   | VAM for Reading   |
| 11 Grade                                       | District Developed Subject Area Exam   | Percentage of students scoring 75% or greater   |
| 12 <sup>th</sup> Grade                         | District Developed Subject Area Exam   | Percentage of students scoring 75% or greater   |
| ESE  | Any Applicable Assessment indicated for a specific grade level                         | Including FAA   |
| 7 <sup>th</sup> - 12 <sup>th</sup> Grades      | End of Course Exams (EOC)  | Percentage of students passing the EOC: <del>Algebra I</del> , Biology I, Geometry, US History  |
| <u>7<sup>th</sup> - 12<sup>th</sup> Grades</u> | <u>Algebra I EOC</u>   | <u>VAM for Algebra I</u>  |
|  | Advanced Placement (AP)  | Percentage of students scoring Level 2 or greater   |
|  | Industry Certification   | Percentage of students earning Industry Certification when available  |
|  | Dual Enrollment  | Percentage of students scoring 70% or greater on final exam   |
|  | Band<br>Grades 5-10<br>Grades 11 -12   | Student growth and achievement on FCAT math or reading<br>All FBA adjudications   |

I. Outcome of Final Evaluation

1. Annual contract teachers will have their contracts renewed for the subsequent school year provided the following criteria have been met in the current school year:
  - a. Received a score of Highly Effective on the IPC portion of the evaluation for two (2) consecutive years;
  - b. Received an Effective or higher score on the Student Growth portion of the evaluation for the year immediately preceding the current school year;
  - c. Received no indicators marked Unsatisfactory or Needs Improvement on the final IPC;
  - d. Received no disciplinary action for the current school year.
2. A summative evaluation rating of "Needs Improvement" or "Unsatisfactory" for the 2013-14 school year only shall not be used as a factor to establish just cause for suspension or termination.
23. Annual contract renewal decisions will be made no later than six (6) weeks prior to the end of the school year.
34. Paragraphs #1 and #2 above are subject to Article VIII.AA. Reduction in Personnel.

For the Board:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board  
5/15/14  
\_\_\_\_\_  
Date

For the Association:

  
\_\_\_\_\_  
Lisa Harwas  
President  
Okeechobee County Education Association #1604  
5/15/14  
\_\_\_\_\_  
Date

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** SCHEDULING OF BOARD MEETINGS TO MEET TRIM REQUIREMENTS  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board approve scheduling two additional School Board meetings in July to meet TRIM (Truth in Millage) requirements. All meetings will be held at 6:00 p.m. in the School Board Office, Room 303, 700 S.W. 2<sup>nd</sup> Avenue, Okeechobee.

Additional July Meetings (in addition to the July 8 regularly scheduled meeting):

- Tuesday, July 22, 2014 – Approval of Tentative Millage Rates and Tentative Budget for Advertisement
- Tuesday, July 29, 2014 – First Public Hearing for Tentative Millage Rates and Tentative Budget

BACKGROUND INFORMATION:

A regularly scheduled School Board meeting will be held on Tuesday, August 12, 2014. The final budget hearing will occur in September at a date to be announced. Additional School Board meetings will be advertised to the public as required by Florida Statute.

RECOMMENDED BY:

  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** CONSIDERATION OF PERSONNEL MATTERS  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board consider action on the *Agreed Order Granting Motion to Continue Hearing* on Elaine Murphy.

That the Board approve continuation of a suspension without pay for Elaine Murphy pending the resolution of the requested employment termination hearing.

That the Board set a date, time, and location to hear the *Motion to Dismiss* by Elaine Murphy.

That the Board set a date, time, and location for a termination hearing pending the outcome of the *Motion to Dismiss*.

BACKGROUND INFORMATION

The above-mentioned *Agreed Order Granting Motion to Continue Hearing* and *Motion to Dismiss* are attached.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**BEFORE THE SCHOOL BOARD  
OF OKEECHOBEE COUNTY**

OKEECHOBEE COUNTY SCHOOL DISTRICT,

Petitioner,

vs.

ELAINE MURPHY,

Respondent.

---

**AGREED ORDER GRANTING MOTION TO CONTINUE HEARING**

THIS CAUSE came before the School Board upon the agreement of the parties to continue the hearing set in this matter for June 10, 2014. The School Board being advised that counsel for the parties have agreed and stipulated to the continuance of this matter, and agreed to the entry of the instant Order, it is

ORDERED AND ADJUDGED that the hearing in this matter now scheduled for June 10, 2014, is continued, to be reset to a later date.

DONE AND ORDERED in Okeechobee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

JOE ARNOLD, Board Chairman

Copies provided:

Robert L. Kilbride, Fox, Wackeen, Dungey, et al., Post Office Drawer 6, Stuart, FL 34995  
([rkilbride@foxwackeen.com](mailto:rkilbride@foxwackeen.com))

Mark Wilensky, Dubiner & Wilensky, LLC, 1300 Corporate Center Way, Suite 103,  
Wellington, FL 33414 ([office@dubinerwilensky.com](mailto:office@dubinerwilensky.com))

**BEFORE THE SCHOOL BOARD  
OF OKEECHOBEE COUNTY**

OKEECHOBEE COUNTY SCHOOL DISTRICT,

Petitioner,  
vs.

Case No. 14-04

ELAINE MURPHY,

Respondent.

---

**MOTION TO DISMISS**

ELAINE MURPHY, by and through her undersigned counsel, hereby files her Motion to Dismiss and states:

1. This matter is one which effects the substantial interests of the Respondent.
2. The matter is adversary in nature, and due process must be provided.
3. The Superintendent of Schools has acted as a party in this case, and his interests in this matter are separate and apart from those of the School Board, which is allegedly acting as an impartial body, which will hear evidence and determine issues.
4. Notwithstanding the clear separation which must exist between a party and the forum weighing evidence presented in the interest of that party, it appears that the Superintendent and the Board are acting in concert in this matter.
5. On April 29, 2014, the Respondent requested a hearing in this matter, and further requested the issuance of "subpoenas to all persons interviewed by the School District of Okeechobee County and/or the Department of Children and Families in the investigations referenced within your letter of April 23, 2014, to secure the attendance of those witnesses, both for discovery depositions to be taken in the manner provided for in the Florida Rules of Civil Procedure, and for the hearing involving disputed issues of

material fact herein requested.”

6. That request was never acted upon by this Board, and no order was forthcoming.

7. After receiving discovery responses from the Petitioner, and having to that time received no response to her request for the issuance of subpoenas, on May 23, 2014, the Respondent filed a Motion To Issue Deposition Subpoenas, again requesting the issuance of subpoenas to individuals who were interviewed by the School District of Okeechobee County and/or the Department of Children and Families in the investigations referenced within the Superintendent’s letter of April 23, 2014, in order to secure the attendance of those witnesses for discovery depositions.

8. The Motion To Issue Deposition Subpoenas identified fourteen individuals to be deposed.

9. In response to the Motion, the Board did not enter an order.

10. Instead of an order, the parties received an email from counsel to the Board, who advised that he “suggested” that counsel “prepare and email to me any subpoenas you wish for witnesses and email them to me. I will have the school board chair sign them and email the signed subpoenas back to you for service.” A true and correct copy of the email received from counsel to the School Board is attached hereto and incorporated herein as Exhibit “A.”

11. That email was sent on Memorial Day, a State and Federal holiday, recognized in Okeechobee County and by this Board as a day away from work and school.

12. When the work week resumed on May 27, 2014, in response to the “suggestion” of counsel, and despite there having been neither response from opposing counsel nor ruling from the Board on the motion, Respondent contacted the office of

opposing counsel in an effort to coordinate the deposition dates, times and locations for the fourteen witnesses.

13. Having heard no response from opposing counsel's office, on May 28, 2014, an email was sent to opposing counsel, making him personally aware of the effort to coordinate the deposition dates, times and locations for the fourteen witnesses. A true and correct copy of the email sent to opposing counsel is attached hereto and incorporated herein as Exhibit "B."

14. In response, counsel explained that while he would endeavor to cooperate with providing deposition dates, times and locations for the fourteen witnesses at some point in the following day, he was concerned that there would not be time to conduct the depositions because the final hearing in this matter had been set for June 10, 2014. A true and correct copy of the email sent from opposing counsel is attached hereto and incorporated herein as Exhibit "B."

15. Respondent had never, and to this date has never been advised that the final hearing in this matter had been set for June 10, 2014.

16. Opposing counsel indicated that he knew that Respondent had never been advised that the final hearing in this matter had been set for June 10, 2014. See, Exhibit "B."

17. Respondent is entitled to receive reasonable notice of the setting of the final hearing.

18. Petitioner should not have ex-parte communications and knowledge of any kind not provided equally and at the same time and in the same manner to Respondent.

19. As of the date of this writing, the last Agenda for School Board meetings posted on the web site of the School District is May 13, 2014.

20. The obvious and admitted interaction between the School Board and opposing counsel is prejudicial to the Respondent and denies her due process of law, in that the Petitioner has information from this Board that has not been provided to Respondent, and was able to plan, strategize and organize its own case based on that ex-parte information.

21. As it is improper for the counsel for the Respondent to advise both the moving party and the Board which is charged with conducting a hearing fair to both that party and Respondent, see, Metropolitan Dade County v. Florida Processing Company, 218 So.2d 495, 497 (Fla. 3<sup>rd</sup> DCA1969), Ford v. Bay County School Bd., 246 So.2d 119 (Fla. 1<sup>st</sup> DCA 1970), Mcintyre v. Tucker, 490 So.2d 1012 (Fla. 1<sup>st</sup> DCA 1986), it is equally improper for there to be ex-parte communication between the Board and counsel for the Respondent.

22. In administrative hearings conducted by state boards, proceedings must be conducted in a fair and impartial manner. Woodham v. Williams, 207 So.2d 320 (Fla. 1<sup>st</sup> DCA 1968); Florida Board of Pharmacy v. Levin, 190 So.2d 768 (Fla.1966).

23. Ex-parte communication between a party and the fact finder and decision maker in the case deprives the opposing party of due process of law and presents proceedings which are not conducted in a fair and impartial manner.

24. In Rose v. State, 964 So.2d 957 (Fla. 2007), the Supreme Court of Florida opined:

Nothing is more dangerous and destructive of the impartiality of the judiciary than a one-sided communication between a judge and a single litigant ....  
... Except under limited circumstances, no party should be allowed the advantage of presenting matters to or having matters decided by the judge without notice to all other interested parties ....  
... The guaranty of a fair and impartial trial can mean nothing less than this. ... [W]e understand that this would not include *strictly* administrative matters not dealing in any way with the merits of the case. Id.

25. When the Superintendent initiated this matter, he decided not to refer these proceedings to the Division of Administrative Hearings. Having been thus substituted therefor, at that time this Board became the judge in this case. Accordingly, it must present the same impartial forum as would a court.

26. The communication herein was not an administrative matter. Had the Board been inquiring about dates available for the hearing in this case, it would have been advised that Respondent's counsel is trying a four day felony trial which begins on June 9, 2014, in Fort Pierce, before the Honorable Robert Makemson.

27. Here, the communication constitutes a matter of strategy, which prejudices Respondent. The last (and only) order of this Board stated "that the hearing in this matter now scheduled for May 13, 2014, is continued, to be reset to a later date." By only informing one party, in an ex-parte manner, that this matter had been rescheduled and of the date of that rescheduled hearing, Respondent is thereby placed at a distinct disadvantage. She does not now have adequate time to conduct discovery depositions, has not had the opportunity to determine the availability of and to subpoena her own witnesses, and her counsel is unavailable for the hearing, as he is involved in a Circuit Court trial scheduled well previously, which will demand his time and attention.

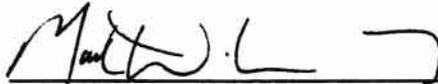
28. Indeed, on the date this motion was filed, the undersigned received an email from counsel's office indicating that his availability for depositions was limited to one day, other than the day that counsel is set before Judge Makemson. A true and correct copy of the email sent from opposing counsel's office is attached hereto and incorporated herein as Exhibit "C."

29. Had counsel been given reasonable notice of the final hearing having been set, he would have been able to coordinate deposition dates with counsel for Petitioner.

30. The actions of the Board and the Superintendent in this matter are such that there is no impartiality in these proceedings, and this matter must be dismissed.

WHEREFORE, Respondent respectfully requests the entry of an order dismissing this cause and the termination proceedings that are now pending against the Respondent.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by fax delivery and by e-mail in compliance with Fla.R.Jud.Admin 2.516, to: Robert L. Kilbride, Esq., Post Office Drawer 6, Stuart, FL 34995, e-mail: [rkilbride@foxwackeen.com](mailto:rkilbride@foxwackeen.com) this 29<sup>th</sup> day of May, 2014.



---

MARK WILENSKY  
DUBINER & WILENSKY, L.L.C.  
1300 Corporate Center Way, Suite 103  
Wellington, FL 33414  
Telephone (561) 655-0150  
Facsimile (561) 833-4939  
Fla. Bar No. 290221  
E-Service: [dubiner\\_wilensky@bellsouth.net](mailto:dubiner_wilensky@bellsouth.net)

STATE OF FLORIDA  
THE SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA

KEN KENWORTHY, Superintendent of  
Schools, THE SCHOOL DISTRICT OF  
OKEECHOBEE COUNTY, FLORIDA,

Petitioner/Employer,

v. \*

CASE NO. 14-04

ELAINE MURPHY,

Respondent/Employee.

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**PETITIONER'S RESPONSE TO**  
**RESPONDENT'S MOTION TO CONTINUE HEARING**

Comes now the Petitioner, KEN KENWORTHY, as Superintendent of the Okeechobee County School District, and in response to the Respondent's Motion to Continue, states as follows:

1. In order to accommodate the Respondent's discovery requests, the Superintendent has no objection to the Motion to Continue and cancellation of the hearing presently set for June 10, 2014.

2. The Petitioner takes exception and objects to all the grounds, allegations and reasons stated by the Respondent in the Motion to Continue Hearing, and agrees to the request only to accommodate the outstanding discovery depositions that the Respondent wishes to complete prior to the hearing.

WHEREFORE, the Petitioner has no objection to the Motion to Continue Hearing dated May 29, 2014, but takes exception and objects to the grounds stated in the Motion, and agrees to

the request only because of the outstanding discovery depositions that the Respondent wishes to complete.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties on the service list below by e-mail and U.S. Mail this \_\_\_\_ day of June, 2014.

FOX, WACKEEN, DUNGEY, BEARD, BUSH,  
GOLDMAN, KILBRIDE, WATERS &  
McCLUSKEY, LLP

---

ROBERT L. KILBRIDE, ESQUIRE  
Florida Bar No. 372412  
3473 SE Willoughby Boulevard  
Post Office Drawer 6  
Stuart, Florida 34995-0006  
Telephone: (772) 287-4444  
Facsimile: (772) 220-1489  
Counsel for Superintendent Ken Kenworthy

**SERVICE LIST**

Thomas W. Conely, III, Esq.  
Conely & Conely, P.A.  
P.O. Box 1367  
Okeechobee, Florida 34973-1367  
[tconely@conelyandconely.com](mailto:tconely@conelyandconely.com)  
Counsel for Okeechobee County School Board

Mark Wilensky, Esq.  
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Suite 103  
Wellington, FL 33414  
561-655-0150  
561-833-4939 facsimile  
[dubiner\\_wilensky@bellsouth.net](mailto:dubiner_wilensky@bellsouth.net)  
Counsel for Elaine Murphy

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **APPROVAL OF RETAINER FOR LEGAL REPRESENTATION OF BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.**  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board approve a letter of agreement with Brown, Garganese, Weiss & D'Agresta, P.A. to retain the legal services of Suzanne D'Agresta, Esq. and Richard V. Blystone, Esq. to represent the Superintendent in a personnel matter.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** RECOMMENDATION FOR TERMINATION FROM EMPLOYMENT OF THOMAS BONASERA  
**DATE:** June 10, 2014

RECOMMENDATION:

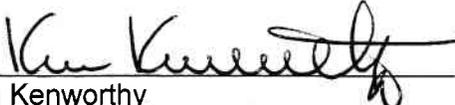
1. That the School Board continue Mr. Bonasera's suspension without pay pending the resolution of the requested employment termination hearing.
2. That the School Board consider action on the *Agreed Order Granting Motion to Continue Hearing* on Tom Bonasera.
3. That the School Board set the date, time, and location for the hearing within the statutory requirements. The window for hearing is June 24 through July 23, 2014.

BACKGROUND INFORMATION:

On May 13, 2014, the Superintendent charged Mr. Bonasera with several workplace violations and notified Mr. Bonasera that a recommendation of employment termination would be made to the School Board, as described in the attached charging letter. By letter dated May 23, 2014, Mr. Bonasera timely requested a hearing to contest the employment termination recommendation. A copy of Mr. Bonasera's hearing request is attached. The School Board is being asked to decide several procedural matters regarding the employment termination hearing.

1. By letter dated May 13, 2014, Mr. Bonasera was suspended without pay until the June 10, 2014, School Board meeting. As Mr. Bonasera has timely requested a hearing to contest the employment termination recommendation, the Superintendent is recommending Mr. Bonasera's suspension without pay continue until the requested employment termination hearing has been concluded and a final order entered.
2. The *Agreed Order Granting Motion to Continue* will be provided at the School Board meeting.
3. Pursuant to Section 1012.33(6)(a)1., Florida Statutes, the hearing must be conducted within 60 days of the request for hearing and pursuant to Section 120.569(2)(b), Florida Statutes, the School Board is required to provide the parties with at least 14 days notice of the hearing. Accordingly, the hearing cannot be scheduled prior to June 24, 2014, and must be scheduled no later than July 23, 2014, unless agreed upon by both parties.

RECOMMENDED BY:

  
Ken Kenworthy  
Superintendent of Schools



# School District of Okeechobee County

863-462-5000

700 S. W. Second Avenue  
Okeechobee, Florida 34974

Fax 863-462-5151

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

May 13, 2014

HAND DELIVERED

Mr. Thomas Bonasera  
1675 NE 80<sup>th</sup> Avenue  
Okeechobee, Florida 34974

Re: Suspension and Dismissal

Dear Mr. Bonasera,

In accordance with Okeechobee County School Board Policy 6.52, I am hereby suspending you without pay effective Wednesday, May 14, 2014, and continuing until Tuesday, June 10, 2014 for violating School Board Policies, State Board Rules and Florida Statutes.

This suspension is a result of a series of incidents that have occurred over the past year regarding the exchange of prescription pain medication for nude pictures.

As a result of your actions, I find "Just Cause" for discipline under one or more of the following provisions of law:

1. Specifically, under State Board Rule 6A-5.056, section (1) defines "Immorality as conduct that is inconsistent with the standards of public conscience and good morals. It is conduct that brings the individual concerned or the education profession into public disgrace or disrespect and impairs the individual's service in the community."
2. Furthermore, section (2) of State Board Rule 6A-5.056, Misconduct in Office, also applies in this matter as the Code of Ethics (6A-10.080(3)) was violated as a result of this pill exchange for nude pictures. Section (3) of the Code of Ethics specifically states that an employee should be "Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct."
3. Under this same section "Misconduct in Office" means one or more of the following: 2(c) Violation of adopted School Board rules (6.45) and 2(e) Behavior that reduces the ability or his or her colleagues' ability to effectively perform duties.
4. School Board Policy 6.56 Professional Ethics states an effective educational program requires the services of personnel of integrity, high ideals and human understanding. All employees shall be expected to maintain and promote these qualities. The Board shall also expect all administrative, instructional and support staff members to adhere to the Code of Ethics of the Education Profession in Florida and the Principles of Professional Conduct for the Education Profession in Florida.
5. School Board Policy 6.103 Appointment or Employment Requirements outlines one of the qualifications as being of good moral character. Exchanging prescription pain medication for nude pictures on school campus is not consistent with good moral behavior expected by teachers of the Okeechobee County School System.
6. School Board Policy 6.45 Alcohol and Drug-Free Workplace is very specific with regard to having a valid prescription of a controlled substance. Although you have a prescription, the fact you were dispensing your prescription as an unlicensed provider is in violation of the law 893.13 Prohibited acts; penalties. Furthermore, Florida Statute 465.0276(1)(a)

Dispensing practitioner reads, "A person may not dispense medicinal drugs unless licensed as a pharmacist or otherwise authorized under this chapter to do so.."

7. Florida Statute 1012.33 states, "Just cause includes, but is not limited to, the following instances, as defined by the State Board of Education; immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude." As stipulated above, your actions constitute a violation of this statute.

Please be further advised, if the matter is not resolved, I will recommend to the School Board on Tuesday, June 10, 2014, that your employment with the School District of Okeechobee County be terminated for violation of the above mentioned School Board Policies and State Board Rules.

A copy of your rights to notice and hearing under Florida Statutes is attached. Please be advised that you may be represented by an attorney at your own expense if you so desire. If a written request for a hearing is not received in my office within 15 days after receipt of this notice, you will waive your right to a hearing concerning the discipline. If you request a hearing on this matter it will occur at the School Board meeting to be held Tuesday, June 10, 2014 at 6:00 pm in Room 303 of the School Board Administration Building located at 700 SW 2<sup>nd</sup> Avenue.

Sincerely,



Ken Kenworthy  
Superintendent of Schools

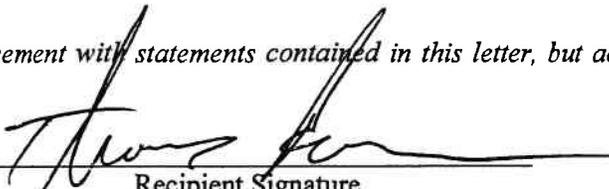
**Attachments:**

- School Board Policy 6.103 – Appointment or Employment Requirements
- School Board Policy 6.45 – Alcohol and Drug-Free Workplace
- School Board Policy 6.52 - Suspension and Dismissal
- School Board Policy 6.56 – Professional Ethics
- State Board Rule 6A-5.056 – Criteria for Suspension and Dismissal
- State Board Rule 6A-10.080 – Code of Ethics of the Education Profession in Florida
- Florida Statute 120.569 – Decisions which Affect Substantial Interests
- Florida Statute 1012.33 - Contracts with Instructional Staff, Supervisors, and School Principals
- Florida Statute 893.13 – Drug Abuse Prevention and Control Prohibited Acts; Penalties
- Florida Statute 465.0276(1)(a) Dispensing Practitioner

cc: Joni Ard, Assistant Superintendent  
Julie Reno, Director of Human Resources

Acknowledgement of Receipt

*My signature does not necessarily imply agreement with statements contained in this letter, but acknowledges that I have read and received the letter.*



Recipient Signature

5/13/14

Date of Receipt of Letter

DUBINER & WILENSKY, L.L.C.  
ATTORNEYS AT LAW  
1300 Corporate Center Way, Suite 103, Wellington, FL 33414-8594  
Tel: (561) 655-0150 Fax: (561) 833-4939

MICHAEL DUBINER  
MARK WILENSKY

Via Federal Express delivery and E-Mail ([kenworthyk@Okee.k12.fl.us](mailto:kenworthyk@Okee.k12.fl.us))

May 23, 2014

Ken Kenworthy  
Superintendent  
700 SW 2<sup>nd</sup> Avenue  
Okeechobee, FL 34974

RE: My Client: Thomas Bonasera  
School:

Dear Mr. Kenworthy:

Thomas Bonasera received a letter from you on May 13, 2014, He is represented by the undersigned lawyer, whose e-mail address is [dubiner\\_wilensky@bellsouth.net](mailto:dubiner_wilensky@bellsouth.net), and whose address, telephone number, and facsimile number appear hereon, and upon whom service of pleadings and other papers shall be made.

Thomas Bonasera hereby notifies you that he is requesting an administrative hearing and disputes the material facts alleged by the Petitioner. Mr. Bonasera identifies the following material facts that are in dispute:

1. That there was no trading of prescription pain medication for nude pictures, over the last year;
2. That there existed conduct described as immorality;
3. That there were any incidents which arose between two consenting adults that would justify taking disciplinary action against Mr. Bonasera ;
4. That there was any misconduct in office;
5. That there was any behavior by Mr. Bonasera which violated State Board Rules;
6. That there was any behavior by Mr. Bonasera which violated School Board Policies;
7. That Mr. Bonasera is not of good moral character;
8. That there was any act which violated the law.
9. That Tom Bonasera does not and/or did not model and maintain high ethical standards.
10. All such other facts that may be stated included or implied in or from allegations set forth in any Petition or additional statement of allegations in this matter.
11. That Mr. Bonasera did not maintain the respect and confidence of colleagues, students, parents and the community.

Ken Kenworthy  
May 23, 2014  
page two

Mr. Bonasera hereby further notifies you of his desire and intent to initiate discovery prior to the hearing scheduled pursuant to this request, in the manner provided for in the Florida Rules of Civil Procedure, and requests adequate time to do so. He will serve his interrogatories, request to produce and deposition notices as soon as the proceedings are opened and a lawyer appears for the School Board. He further requests the issuance of subpoenas to secure the attendance of witnesses, both for discovery depositions to be taken in the manner provided for in the Florida Rules of Civil Procedure, and for the hearing involving disputed issues of material fact herein requested.

Very truly yours,

DUBINER & WILENSKY, L.L.C.

A handwritten signature in black ink, appearing to read "Mark Wilensky", with a stylized flourish at the end.

MARK WILENSKY

MW/sep

**To:** The Okeechobee County School Board

**FROM:** Ken Kenworthy, Superintendent

**SUBJECT:** **ADOPTION OF BOARD POLICY 7.42 ALTERNATIVE CONSTRUCTION AND MAINTENANCE**

**DATE:** June 10, 2014

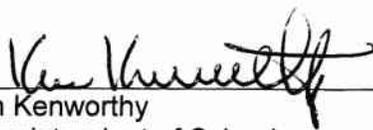
**RECOMMENDATION:**

That the Board approve adoption of School Board Policy 7.42 Alternative Construction and Maintenance to provide guidelines when selecting alternative construction and maintenance procedures in lieu of requesting formal bids.

**BACKGROUND INFORMATION:**

The proposed policy adoption is in response to an audit recommendation by the Auditor General's Office. Policy 7.42 is attached and is also available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

## Chapter 8.00: Auxiliary Services

7.42

### ALTERNATIVE CONSTRUCTION AND MAINTENANCE

#### POLICY

- I. When the School Board finds it necessary for particular maintenance or construction projects, it may in lieu of requesting formal bids according to School Board Policy 7.40(2) *Purchasing Policies and Bidding*, designate that said project(s) be initiated or constructed using one of the following alternative Construction/Maintenance delivery methods:
  - A. Stipulated price/general contract “low sealed bid” otherwise known as “Design-Bid-Build”, “Competitive Bid” or “Hard Bid”
  - B. Design/Build pursuant to 287.055, Florida Statutes
  - C. Construction Management (CM) “At Risk” pursuant to 255.103, Florida Statutes, or process provided by 287.055, Florida Statutes
  - D. Total Program Manager (TPM) pursuant to 255.103, Florida Statutes, or process provided by 287.055, Florida Statutes

Ultimate selection of a CM At Risk, or TPM shall be made by using the same competitive selection process as outlined in 287.055, Florida Statutes.

“Low Bid” General Contractor shall be selected using the competitive bid process.

- II. Board and its representatives shall assure that design and construction professionals are in compliance with all applicable federal and state laws and rules, building and life-safety codes, and are appropriately licensed by the Department of Business and Professional Regulation (DBPR).
- III. Construction of new facilities, additions, remodeling, renovation, maintenance or repairs to existing facilities will adhere to 1013.45, Florida Statutes, *Educational Facilities Contracting and Construction Techniques*.
- IV. The Board’s duties when considering alternative construction methods shall include, but not be limited to:
  - A. Approve an “Alternative Construction Delivery Method Review Panel” consisting of the Superintendent of Schools, Assistant Superintendent for Administrative Services, Director of Finance and Director of Operations. Others may be added at the discretion of the Board.
  - B. Determine project scope, time frames for construction, funding source(s) and project budget.
  - C. Depending on the scope of the contract for professional services, the Board may also have to provide a site survey, educational plant survey or survey amendment, educational specifications, legal descriptions of easements, assessments, and coordination with other local governmental entities, architectural or engineering services, inspection services, preliminary drawings and specifications.

- D. If the Superintendent of Schools deems it necessary, a project representative with authority to furnish information expeditiously may need to be selected in advance of the project. This could be an architect, engineer or construction consultant.
  - E. Once the construction method has been decided upon, the CM, TPM, GC will be provided with a description of applicable requirements, state and federal laws, board policies and processes, time frames, payment policies, change order policies, inspection requirements, and approval procedures.
- V. The Board may assign, by specific Board action, and on a project-by-project basis, decision making authority to the Superintendent of Schools or his/her designee. This approval may include: submission of project documents for approval; and reductions and changes to components, systems and subsystems. All changes to the intended project made by the delegated authority shall be approved by the Board at a regularly scheduled Board meeting and entered in its official minutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

255.04, 255.103, 287.055, 1001.43, 1013.45, 1013.47, F.S.

STATE BOARD OF EDUCATION RULES:

HISTORY:

Adopted:

Revision Date(s):

Formerly:                      New

©EMCS

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **COMPREHENSIVE SAFETY INSPECTION REPORT FOR 2013-14**  
**DATE:** June 10, 2014

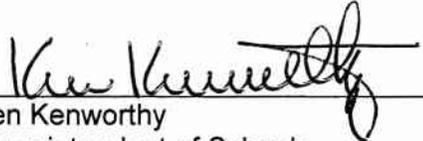
RECOMMENDATION:

That the Board approve the Comprehensive Safety Inspection Report (SREF) for the fiscal year 2013-14 for the School District of Okeechobee County.

BACKGROUND INFORMATION:

The report will be presented at the meeting and is available upon request in the office of the Director of Operations.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** APPOINTMENT OF BOARD MEMBER AND CITIZEN MEMBER TO VALUE ADJUSTMENT BOARD  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board appoint one (1) member, one (1) citizen member, and alternates for both to serve on the County Value Adjustment Board.

BACKGROUND INFORMATION:

Last year's appointees were:

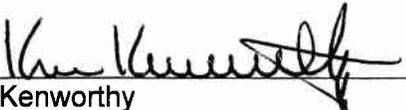
David Williams - School Board Member  
Joe Arnold - Alternate School Board Member

Michael Sumner - Citizen Appointee  
Anita Nunez - Alternate Citizen Appointee

The Citizen Appointee and Alternate Citizen Appointee have confirmed that they are willing to serve on the Value Adjustment Board for the coming year if appointed.

The Value Adjustment Board meeting dates will be announced at a later date. The organizational meeting normally occurs in July.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH FIELDPRINT, INC.  
**DATE:** June 10, 2014

RECOMMENDATION:

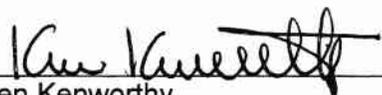
That the Board approve an agreement with Fieldprint, Inc., effective June 11, 2014, through June 10, 2016, to provide fingerprint collection and processing services for School Board employees and vendors at an approximate cost of \$5,000.00 per year.

BACKGROUND INFORMATION:

This agreement replaces the fingerprinting services previously provided by the State of Florida. As of July 1, 2014, the State will discontinue this service, and individual districts will be responsible for their fingerprinting services. The agreement covers the electronic collection of fingerprints and transmission of those prints via the Florida Department of Law Enforcement (FDLE) and, if applicable, the electronic collection of digital photograph and production of badges.

The agreement is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools



**FINGERPRINT SERVICES AGREEMENT**  
(Florida School Districts)

This SERVICES AGREEMENT (the “Agreement”), is made and entered into as of this 10th day of June, 2014 (the “Effective Date”), by and between **Fieldprint, Inc.**, a Delaware corporation, with offices located at 400 Lippincott Drive, Suite 115, Marlton, New Jersey 08053 (“Fieldprint”), and **Okeechobee County School District** with offices located at **700 South West Second Avenue Okeechobee, FL 34974** (“End-User”).

In consideration of the mutual covenants, promises and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Fieldprint Services**

Subject to the terms and conditions set forth herein, Fieldprint, shall provide fingerprint collection and submission to the Florida Department of Investigation and FBI as more particularly set forth in the Statement of Work as set forth in Schedule “A”.

2. **Fees; Expenses; Payment Terms; Suspension for Non-Payment**

a. **Fees**

In consideration of the services to be rendered by Fieldprint hereunder, End-User shall pay to Fieldprint a fee as set forth on Schedule “B” (the “Fee”). The Fee is subject to change upon sixty (60) days’ notification to End-User and upon mutual agreement of the parties.

b. **Payment Terms**

Payment of Fieldprint’s services hereunder shall be paid by the individual applicants at www.fieldprintflorida.com.

3. **Term and Renewal; Termination; Cancellation; Effect of Termination**

- a. This Agreement will become effective on the Effective Date and will remain in effect for an initial period of two (2) years from the Effective Date.
- b. The term of this Agreement shall automatically renew thereafter for additional one (1) year periods; provided, however, End-User shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to the Fieldprint.
- c. Fieldprint shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to End-User.
- d. With just cause, such as a delinquency or violation of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements which adversely affect this Agreement, Fieldprint may, upon its election, discontinue serving End-User and suspend, modify or cancel this Agreement immediately. Upon termination or expiration, neither party shall have any further rights or obligations hereunder except for (i) the parties’ respective surviving obligations

under this Agreement, and (i) End-User's obligation to pay Fieldprint the Fees and Expenses due and payable as of the date of termination or expiration.

4. **Mutual Indemnification**

End-User shall indemnify Fieldprint and Fieldprint shall indemnify End-User, and each of their respective officers, directors, employees and agents, from and against any and all losses, costs, liabilities, damages and expenses (including, without limitation, all reasonable attorneys' fees and expert witness fees) in connection with any claim, demand, suit, action, judgment or other proceeding brought against Fieldprint, or End-User, as the case may be, or their respective officers, directors, employees or agents, to the extent allowable by law and without waiver of any of its sovereign immunity based on or arising from,

- a. any breach by the other party of its respective representations, warranties or covenants contained in this Agreement or any attached Exhibit or Schedule, including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained under this Agreement, or
- b. any gross negligence or willful misconduct.

5. **Representations, Warranties and Covenants**

The parties hereby represent warrant and covenant as follows:

a. **Compliance with Laws**

Each party hereby covenants that, in accepting and using the fingerprint administration services, its employees, agents and subcontractors shall comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12111 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, all Equal Employment Opportunity laws, and any other applicable federal, state and/or local laws, statutes or regulations pertaining to fingerprinting, to the extent applicable (the "Laws").

The parties agree to conform their conduct pursuant to this Agreement to meet all legal requirements, as they may change, and an actual amendment to this Agreement is not required.

b. **Confidentiality and Data Protection**

In accordance with the provisions of the Laws, Fieldprint and End-User each acknowledge that the information to be provided by Fieldprint to End-User and by End-User to Fieldprint pursuant to this Agreement is sensitive, privileged and confidential. Fieldprint will communicate such information only to such employees of End-User as are designated by End-User (the "Authorized Employees"). End-User agrees to make all Authorized Employees aware of the sensitive, privileged and confidential nature of information pursuant to the Laws.

Fingerprint results and other information shared between the parties shall not be shared, disseminated or republished in any manner by either party or its employees, representatives or agents, except only as required or permitted by law or to provide the services hereunder.

Each party shall take appropriate measures designed to limit unauthorized access to fingerprint results to protect all data containing personal identifying information.

6. **Access to Fieldprint's Web Site**

If End-User utilizes Fieldprint's Web site, Authorized Employees, as identified by End-User, will be assigned unique user names and passwords ("Access Codes") to allow access to Fieldprint's Web site. End-User shall ensure that prior to requesting Access Codes for Authorized Employees, End-User shall provide adequate training to any Authorized Employees regarding the requirements of this Agreement and any applicable laws. End-User acknowledges and agrees that it is responsible for any activities

performed through the Web site using the assigned Access Codes. End-User agrees to notify Fieldprint in writing immediately if it wishes to deactivate or disable any Access Codes.

7. **Force Majeure**

Neither party shall be liable to the other nor be deemed to have defaulted under or breached this Agreement for any failures, errors, delays or other conditions or consequences arising from or caused by events beyond a party's control, including, without limitation, sabotage, terrorism, failures or delays in information technology and/or systems, equipment or communication, labor disputes, accidents, computer "hacking", computer viruses or acts of God or nature.

8. **Independent Contractors; Nonexclusive**

Fieldprint and End-User are independent contractors and will so represent themselves in all regards. Neither party may bind the other in any way. Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the parties partners or joint venturers.

9. **Survival of Rights**

The rights and responsibilities of sections 2 (fees, expenses/pass through costs), 4 (indemnification and liability), and 5(b) (confidentiality and data protection) shall survive the termination of this Agreement.

10. **Entire Agreement**

This Agreement represents the entire agreement between the parties and supersedes all prior and/or contemporaneous agreements, express or implied, oral or written, relating to the subject matter contained herein, and may not be modified or amended except in writing signed by authorized representatives of both parties.

11. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflicts of law principles.

12. **Binding Nature and Assignment**

This Agreement will be binding on the parties and their respective successors and permitted assigns. Except as provided herein, neither party has the power to assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Should assignment be granted by the non-assigning party, the party assigning this Agreement shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement.

13. **Counterparts; Facsimile and Electronic Signatures**

This Agreement may be executed by exchange of signature pages by facsimile and/or or other "electronic signature" (as defined in the Electronic Signatures in Global and National Commerce Act of 2000) in a manner agreed upon by the parties hereto; and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

14. **Notices**

All notices or other communications to be given hereunder shall be given in writing and delivered by (a) certified mail, return receipt requested, (b) personal delivery, (c) facsimile, or (d) express carrier addressed as follows:

If to Fieldprint:

**Fieldprint, Inc.**

Attention: N. Alexander Erlam, Esq.

400 Lippincott Drive, Suite 115

Marlton, NJ 08053

Telephone: (888) 369-2612, Ext. 2021

Facsimile: (856) 396-2503

Email: aerlam@fieldprint.com

If to End-User:

**Okeechobee County School District**

Attention: Director of Human Resources

Address: **700 South West Second Avenue**

**Okeechobee, FL 34974**

Telephone: (863) 462-5000, ext. 222

Facsimile: (863) 462-5013

Email: renoj@okee.k12.fl.us

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Fingerprint Services Agreement by their duly authorized representatives to bind the parties by the terms hereof on the date first written above.

|                                      |   |
|--------------------------------------|---|
| <b>FIELDPRINT, INC.</b>              | <b>Okeechobee County School District</b>            |
| BY: _____<br>Anthony D'Orazio<br>CEO | BY: _____<br>Ken Kenworthy<br>TITLE: Superintendent |

## Schedule A

### STATEMENT OF WORK

Upon execution of this *Statement of Work* (“SOW”) will confirm the mutual understanding and agreement of **Okeechobee County School District** (“Provider”) as to the terms and conditions pursuant to which Provider will perform the services described herein. Provider and **Okeechobee County School District** may be referred to herein as “party” and together as the “parties”. The terms and conditions of this SOW are as follows:

This SOW is entered into by parties under the provisions of the Fingerprint Services Agreement between each of **Okeechobee County School District** and Provider and, except otherwise provided in this SOW, all provisions of the Fingerprint Services Agreement are applicable to and incorporated by reference into this SOW.

- A. During the term of this SOW, Provider will perform the Services herein. Provider will be paid in accordance with the Schedule “B” found with the Fingerprint Services Agreement.

#### Provider Services/Process

Upon execution of the Fingerprint Services Agreement, Provider agrees to provide a web registration process specific to End-User applicants, collect demographic and biographic information required for the FDLE/FBI, and enable electronic payment on the scheduling site.

In regards to the Fieldprint Fingerprint Collection network, End-User applicants will be able to schedule fingerprint appointments and be fingerprinted in any of the Fieldprint locations.

In regards vendor applicants, they will be able to schedule appointments and be photographed at any of the Fieldprint locations enabled with photography capability.

In regards to the MyFieldprint Administrative Website, Provider will issue usernames and passwords to End-User in accordance with the user’s access rights, provide the ability for End-User to query applicant information, enable portal users to verify applicant statuses, and enable End-User administrative users to create reports, issue vendor badges(if applicable) and archive applicant data.

**SCHEDULE B**

**Fees**

**Fees:** Our Fee for collecting and processing each fingerprint submission is:

**1) Electronic Prints –**

| <b>Type:</b> | <b>Fieldprint Fee</b> | <b>FDLE/FBI Fee</b> | <b>Retention Fee</b> | <b>Badge Fee</b> | <b>Total</b> |
|--------------|-----------------------|---------------------|----------------------|------------------|--------------|
| Employee:    | \$12.00               | \$40.50             | N/A                  | N/A              | \$52.50      |
| Vendor       | \$12.00               | \$40.50             | \$24.00              | \$10.00          | \$86.50      |

The Fee covers the electronic collection of one (1) set of fingerprints and transmission of those prints to via the Florida Department of Law Enforcement (FDLE) and (if applicable) the fee covers the electronic collection of a digital photograph and production of badges upon the End-User's request.

**To:** The Okeechobee County School Board

**FROM:** Ken Kenworthy, Superintendent of Schools

**SUBJECT:** APPOINTMENT OF INSTRUCTIONAL PERSONNEL ON ANNUAL CONTRACT

**DATE:** June 10, 2014

RECOMMENDATION:

That the following instructional personnel be appointed for the 2014-15 school year on Annual Contract:

Okeechobee High School

Burkes, Kimberly

Giles, Karen

Moore, Douglas

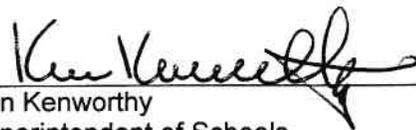
Osceola Middle School

Finch, Christine

South Elementary School

Wuchte, Dana

RECOMMENDED BY:



Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** APPOINTMENT OF MANAGERIAL PERSONNEL  
**DATE:** June 10, 2014

RECOMMENDATION:

That the following Managerial Personnel be appointed for the 2014-15 fiscal year.

| <b><u>Food Service Managers</u></b> |                                |
|-------------------------------------|--------------------------------|
| <b><u>Name</u></b>                  | <b><u>Center</u></b>           |
| Bass, Julie                         | Okeechobee High School         |
| Bigford, Jamie                      | Seminole Elementary School     |
| Castillo, Hilda                     | Everglades Elementary School   |
| Clements, Jessina                   | Central Elementary School      |
| Faulkner, Gwen                      | Yearling Middle School         |
| Moore, Rhonda                       | Okeechobee Achievement Academy |
| Saunders, Diane                     | Freshman Campus                |
| Smith, Rebecca                      | Osceola Middle School          |
| Wharin, Rosemarie                   | North Elementary School        |

| <b><u>Food Service Quality Assurance Manager-At-Large</u></b> |                      |
|---|----------------------|
| <b><u>Name</u></b>  | <b><u>Center</u></b> |
| Bouly, Dana   | Food Service         |

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 2014-15  
**DATE:** June 10, 2014

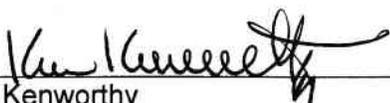
RECOMMENDATION:

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

Administrative Personnel

| <u>Action</u> |               | <u>#</u> | <u>Position</u>      | <u>Location</u>                        | <u>Effective Date</u> |
|---------------|---------------|----------|----------------------|--|-----------------------|
| <u>Add</u>    | <u>Delete</u> |          |                      |  |                       |
|               | ✓             | 1        | Principal            | Freshman Campus                        | 07-01-2014            |
| ✓             |               | 1        | Senior Administrator | Okeechobee High School/Freshman Campus | 07-01-2014            |

RECOMMENDED BY:

  
 Ken Kenworthy  
 Superintendent of Schools

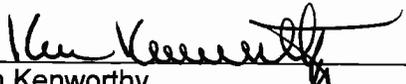
**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** EMPLOYMENT OF PERSONNEL  
**DATE:** June 10, 2014

RECOMMENDATION:

That the following personnel be employed:

| <u>Name</u>  | <u>Position</u> | <u>School or Center</u> | <u>Effective Date</u> |
|--------------|-----------------|-------------------------|-----------------------|
| Love, Maggie | Custodian II    | Okeechobee High School  | 05-09-2014            |

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

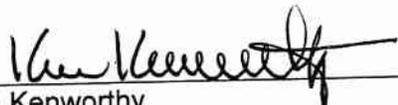
**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** EMPLOYMENT OF TEMPORARY PERSONNEL  
**DATE:** June 10, 2014

RECOMMENDATION:

That the following temporary personnel be employed as needed:

| <u>Name</u>       | <u>Position</u>                  | <u>Effective Date</u> |
|-------------------|----------------------------------|-----------------------|
| Cope, Georgia     | Sub-Bus Aide                     | 05-23-2014            |
| Fox, Dawn         | Assistant Varsity Soccer Coach   | 10-01-2013            |
| Sippert, Jennifer | Sub- Bus Driver                  | 05-16-2014            |
| Smith, Joseph     | Assistant Varsity Football Coach | 07-01-2013            |

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

To: The Okeechobee County School Board  
FROM: Ken Kenworthy, Superintendent of Schools  
SUBJECT: EMPLOYMENT OF SUMMER SCHOOL PERSONNEL  
DATE: June 10, 2014

RECOMMENDATION:

That the following personnel be employed for the 2013-14 Summer School term, pending student enrollment, at Yearling Middle School and at the following rates of pay:

Teachers - \$20.00 per hour  
Paraprofessionals - \$12.00 per hour  
Food Service - \$12.00 per hour

Summer School/Summer Programs will be funded by SAI and County funds. Summer Food Program will be funded by Summer Feeding.

**Instructional**

Streelman, Emily – Elementary 3<sup>rd</sup>  
Streelman, Karen – Elementary 3<sup>rd</sup>  
Nichols, Eileen – Elementary 3<sup>rd</sup>  
Jennings, Trisha – Elementary 3<sup>rd</sup>  
Whitlock, Andrea – Elementary 3<sup>rd</sup>

**Substitute Positions**

|                      |                   |
|----------------------|-------------------|
| Botello, Brandi      | Medrano, Maria    |
| Box, Elizabeth       | Mullens, Wendy    |
| Brown, Shirley       | Olivarez, Charity |
| Claypool, Joyce      | Solis, Anayeli    |
| Dodson, Amanda       | Ward, Jerilyn     |
| Gagliardi, Christina | White, Dawn       |
| Gray-Legos, Gena     |                   |

**Instructional - ESE**

Erwin, Rex Jr. – FT ESE  
Harris, Weena – FT ESE  
Wharin, Michael – FT ESE

**Classified ESE Para's**

Higgins, Tamara      Todd, Ana

**Deaf Interpreter**

Massie, Scott

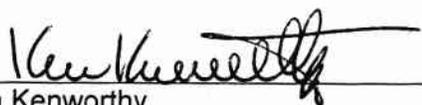
**Food Service**

Bigford, Jamie  
Cabrera, Maria  
Fowler, Martha

Freeman, Tabatha  
Kane, Tiffany  
Rowe, Jessie

Smith, Rebecca  
Straight, Dana  
Wheeler, Greta

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:** June 10, 2014

RECOMMENDATION:

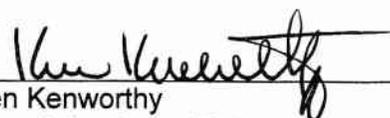
That resignations for the following personnel be accepted:

| <u>Name</u>                   | <u>Position</u>           | <u>School or Center</u>      | <u>Effective Date</u> |
|-------------------------------|---------------------------|------------------------------|-----------------------|
| Arnold, Melissa               | Teacher, Reading/Research | Osceola Middle School        | 06-11-2014            |
| Burk, Donald D.<br>Retirement | Teacher, VE               | Osceola Middle School        | 06-11-2014            |
| Chavez, Elbia                 | Paraprofessional, ESOL    | Okeechobee High School       | 05-21-2014            |
| Gant, Juanita<br>Retirement   | Manager, Food Service     | South Elementary School      | 06-10-2014            |
| Lamb, Jessica                 | Custodian II              | North Elementary School      | 05-20-2014            |
| Lawrence, Theresa             | Secretary                 | Everglades Elementary School | 07-01-2014            |
| Menoff, Stefanie              | Teacher, Kindergarten     | South Elementary School      | 06-11-2014            |
| Schulzetenberg, Carrie        | Teacher, Kindergarten     | South Elementary School      | 06-11-2014            |
| Sills, Jane<br>Retirement     | Food Service Assistant    | Osceola Middle School        | 09-01-2014            |
| Thayer, Megan                 | Teacher, Elementary       | Osceola Middle School        | 06-11-2014            |

That Sheila Goolsby, Bus Driver, Transportation Department, be terminated as a probationary employee effective May 16, 2014.

That the resignation of Thomas Hayes, Bus Driver, Transportation Department, be accepted with prejudice effective May 5, 2014, due to lack of sufficient notice.

RECOMMENDED BY:

  
 Ken Kenworthy  
 Superintendent of Schools

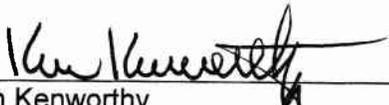
**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** TRANSFER OF PERSONNEL  
**DATE:** June 10, 2014

RECOMMENDATION:

That the following personnel transfer be approved:

| <u>Name</u>       | <u>Transfer From</u>                   | <u>Transfer To</u>                     | <u>Effective Date</u> |
|-------------------|--|--|-----------------------|
| Preisler, Roberto | Custodian II<br>Okeechobee High School | Custodian II<br>Yearling Middle School | 05-05-2014            |

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

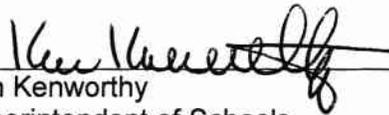
**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** LEAVE REQUESTS  
**DATE:** June 10, 2014

RECOMMENDATION:

That the following leaves of absence be approved:

| <u>Name</u>     | <u>School</u>                  | <u>Leave Type</u> | <u>From</u>   | <u>Through</u> |
|-----------------|--------------------------------|-------------------|---|----------------|
| Chaffee, John   | Osceola Middle School          | Short Term        | Beginning April 28, 2014 and continuing for a total not to exceed 60 days and not extending beyond April 27, 2015 |                |
| Childs, Andrea  | Osceola Middle School          | Short Term        | 04-20-2014  | 05-05-2014     |
| Delagall, Ethel | Okeechobee Achievement Academy | Short Term        | Beginning April 21, 2014 and continuing for a total not to exceed 60 days and not extending beyond April 20, 2015 |                |
| Massie, Scott   | Exceptional Student Education  | Short Term        | 05-17-2014  | 05-23-2014     |
| Patrick, Vivian | Seminole Elementary School     | Short Term        | 04-30-2014  | 05-02-2014     |

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 2013-14  
**DATE:** June 10, 2014

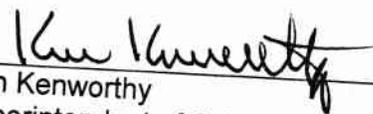
RECOMMENDATION:

That the following personnel be added to the Substitute Teacher List for the 2013-14 school year:

| <u>Name</u>   | <u>Rank</u> |
|---------------|-------------|
| Gomez, Amanda | I           |
| Hope, Marilyn | III         |
| Myers, Jeanne | I           |
| Warthen, Tesa | 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:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**TO:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** PAYMENTS TO PERSONNEL  
**DATE:** June 10, 2014

RECOMMENDATION:

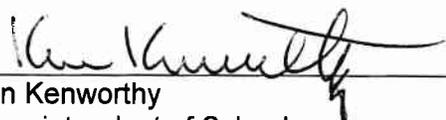
That the Board approve the following payments to personnel:

| <u>Name/Group</u>                                   | <u>Purpose</u>   | <u>Rate of Pay</u>                   | <u>Time Period<br/>(Maximum)</u>                             | <u>Funding Source</u>                              |
|---|--|--------------------------------------|--|--|
| 4 Paraprofessionals                                 | Migrant Summer Camp  | \$12.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14                         | #4417 – Title I Migrant                            |
| 2 Paraprofessionals                                 | Migrant Summer Camp  | \$12.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14<br>& 5 Hours on 6/30/14 | #4417 – Title I Migrant                            |
| 22 Teachers   | Migrant Summer Camp  | \$20.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14                         | #4417 – Title I Migrant                            |
| 5 Teachers  | Migrant Summer Camp  | \$20.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14<br>& 5 Hours on 6/30/14 | #4417 – Title I Migrant                            |
| 1 Interpreter                                       | Migrant Summer Camp  | \$12.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14                         | #4417 – Title I Migrant                            |
| 7 Migrant Advocates                                 | Migrant Summer Camp  | \$12.00 Per Hour                     | 5 Hours Per Day<br>6/11/14 – 6/27/14                         | #4417 – Title I Migrant                            |
| 2 Migrant Advocates                                 | Title I, Part A & Part C<br>Noncapitalized Inventory                     | \$12.00 Per Hour                     | 40 Hours Each<br>6/1/14-8/1/14                               | #4517 – Title I Migrant<br>#4531 – Title I, Part A |
| 5 Elementary Reading<br>Coaches                     | Parent/Student Training<br><i>Getting Ready for 3<sup>rd</sup> Grade</i> | \$20.00 Per Hour                     | 2 Hours Each   | #4431 – Title I, Part A                            |
| 2 Teachers<br>Central Elementary                    | Family Summer Reading<br>Program   | \$20.00 Per Hour                     | 24 Hours Each  | #4431/4531 – Title I<br>Schoolwide                 |
| 3 Teachers<br>South Elementary                      | Summer Reading Program   | \$20.00 Per Hour                     | 30 Hours Each<br>6/12/14-6/30/14                             | #4431/4531 – Title I<br>Schoolwide                 |
| Beth Box  | Facilitate 7 <sup>th</sup> Grade Civics<br>Summer Program for Students   | \$20.00 Per Hour                     | 50 Hours<br>7/1/14-8/7/14                                    | #4531 – Title I, Part A                            |
| 5 Teachers<br>North Elementary                      | Kindergarten Parent Meetings   | \$13.50 Per Hour                     | 12 Hours Each<br>In June                                     | #4431 – Title I Schoolwide                         |
| 32 Teachers<br>North Elementary                     | Curriculum Planning K-5  | \$13.50 Per Hour                     | 16 Hours Each<br>In June                                     | #4431 – Title I Schoolwide                         |
| 1 Teacher<br>1 Paraprofessional<br>North Elementary | Summer Library Program   | \$20.00 Per Hour<br>\$12.00 Per Hour | 24 Hours Each<br>In June                                     | #4431 – Title I Schoolwide                         |
| 1 Teacher<br>1 Paraprofessional<br>North Elementary | Library Program  | \$20.00 Per Hour<br>\$12.00 Per Hour | 60 Hours Each<br>In July/August                              | #4431 – Title I Schoolwide                         |
| 3 Teachers<br>Seminole Elementary                   | Family Summer Reading<br>Project   | \$20.00 Per Hour                     | 18 Hours Each<br>In June/July                                | #4431/4531 – Title I<br>Schoolwide                 |
| 2 Teachers<br>5 Paraprofessionals                   | On-Line Class at OHS   | \$20.00 Per Hour<br>\$12.00 Per Hour | 6 Hours Per Day Each<br>6/16/14-6/27/14                      | #1466 – SAI  |
| 4 Teachers  | Algebra Boot Camp at OHS   | \$20.00 Per hour                     | 5 Hours Per Day Each<br>7/14/14/-7/22/14                     | #1566 – SAI  |

|  |  |                                    |   |                              |
|--|--|------------------------------------|---|------------------------------|
| 8 Teachers   | Math & Science Academy for All Students Entering 5 <sup>th</sup> Grade | \$20.00 Per Hour                   | 5 hours Per Day Each<br>6/11/14-6/27/14 | #1466 – SAI                  |
| 40 Teachers<br>Title I Schools   | Develop Parent Involvement Plans for 2014-15                           | \$13.50 Per Hour                   | 15 Hours Each                           | #4431/4531 – Title I, Part A |
| Flerida Algarin<br>Tina Grant<br>Isaura Henry<br>Guadalupe Sanchez<br>Mayra Talavera<br>Elmo Urbina<br>Elida Villalpando<br>Ana Wilson | Assist Migrant Students and Families with Translation                  | \$12.00 Per Hour                   | 30 Hours Each                           | #4517 – Title I Migrant      |
| Madonna Arnold<br>Jessica Bradley<br>Dionna Farmer<br>Chairty Olivares<br>Tamecia Snowden  | Reading Endorsement Bonus  | \$1,000.00 Each<br>Less Deductions | NA                                      | #1439 – Reading Endorsement  |

**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:** RESOLUTION TO PARTICIPATE IN THE HEARTLAND EDUCATIONAL CONSORTIUM  
**DATE:** June 10, 2014

RECOMMENDATION:

That the Board adopt a resolution to participate in the Heartland Educational Consortium for the 2014-15 fiscal year at a total cost of \$21,250.00, a decrease of \$322.00.

BACKGROUND INFORMATION:

This is an annual membership resolution. Each member district pays a base assessment fee plus a fee for each unweighted FTE, according to the 2013-14 FEFP Fourth Calculation, for the general administration of the Consortium. The base fee for 2013-14 is \$2,000.00 (no increase). The FTE-based fee is \$3.00 (no increase) per FTE for a total of \$19,250.00 based on 6,416.81 FTE.

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

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

## **RESOLUTION**

**A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA, PURSUANT TO CHAPTER 1001.42(12), FLORIDA STATUTES, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THE STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.**

**WHEREAS**, the District School Board of Okeechobee County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Okeechobee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

**WHEREAS**, it is desirable to adopt plans for cooperating with school boards of other districts in this state, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolution spread upon the minutes of each school board concerned, and

**WHEREAS**, the school districts of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee Counties, Florida, have expressed a desire to enter into a Consortium under which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate those programs as authorized and permitted by law and State Board of Education Rules, including but not limited to those listed in Section 1 of this resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA, IN A REGULAR SESSSION ON JUNE 10, 2014, AT OKEECHOBEE, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the District School Board of Okeechobee County, Florida, hereinafter referred to as "Board", does hereby determine that it is in the best interest of the taxpayers and students of Okeechobee County to cooperate with other counties in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs which shall be implemented upon action by the Board of Directors of the Consortium:

- a. Staff Development (instructional, non-instructional, administrative);
- b. Grants (federal, state and private);
- c. Purchasing;
- d. Curriculum and Instructional Services;
- e. Risk Management;
- f. Energy Management;
- g. Student Testing;

- h. State and Federal Mandated Programs;
- I. Policy Development, Revision, and Update Service;
- j. Printing Services;
- k. Teacher Recertification; and
- l. Any other services or programs deemed necessary by the Board of Directors of the Consortium.

Each County shall have the option of participating in any or all of the above services and/or programs through individual contracts, unless otherwise specified in this Resolution.

**SECTION 2.** That the Board adopts by reference those portions of Chapter 1001.42(12), Florida Statutes together with the State Board of Education Rules which expand and define said chapter and section. The Board further agrees to accept the procedures adopted by the Board of Directors for operation of the Consortium and agrees to be bound by any contracts and bids once they have been let or executed.

**SECTION 3.** That the District School Board of Okeechobee County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director, under a contract for his/her services; and all policies will be set by the Board of Directors, composed of the Superintendent of the participating school districts or the Superintendent's designee. All personnel employed by the Educational Consortium will be governed by the Board policies of the host school district or their designee.

**SECTION 4.** The Educational Consortium business office and physical operation will be located in Highlands County, Florida which is hereby designated the host school district.

**SECTION 5.** The Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by the Educational Consortium to the Cooperating Boards or other School Boards availing themselves of the services offered by the Educational Consortium; set policies; recommend the establishment of positions and individuals for appointment to the host district and establish a uniform method for participating districts to evaluate services and/or programs provided.

**SECTION 6.** All procedures, contracts and bidding, shall comply with all applicable State Laws, State Board of Educational Rules, and policies of the host District School Board.

**SECTION 7.** Each member county shall initially pay a base assessment plus a fee for each unweighted FTE for the general administration of the Consortium, as approved by the Board of Directors, meeting in regular session.

**SECTION 8.** This resolution and the agreement set forth herein shall be in full force and effect until midnight June 30, 2015, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium to continue said Consortium.

**SECTION 9.** This agreement between the cooperating school boards of the Educational Consortium, as set forth in this resolution, will be in operation and effective upon approval by the last of the participating districts, and upon adoption by the Cooperating Boards joined together in this Consortium shall be binding from said date of.

**SECTION 10.** The official name of the Educational Consortium shall be Heartland Educational Consortium.

**SECTION 11.** The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any responsibility under this contract shall not be available for the remainder of the term, the Board shall promptly so notify the Consortium whereupon the obligations of the parties herein shall end upon the giving of such notice, and this contract shall be considered as canceled by mutual consent.

**SECTION 12.** In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in process will become the property of the Board and will be turned over promptly by the host county.

**SECTION 13.** This contract may be changed or modified only by an amendment executed in the same manner as the original.

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF JUNE, 2014.**

OKEECHOBEE COUNTY SCHOOL BOARD

BY: \_\_\_\_\_

Joe Arnold  
School Board Chairperson

ATTEST: \_\_\_\_\_

Ken Kenworthy  
Superintendent

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** LETTER PURCHASE ORDER FOR SERVICES OF INTERIM DIRECTOR OF OPERATIONS  
**DATE:** March 11, 2014

RECOMMENDATION:

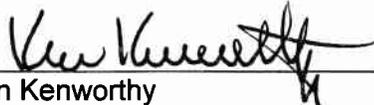
That the Board approve a Letter Purchase Order (LPO) with DES of Florida, LLC, for the position listed below, for the purpose of providing the temporary services of Interim Administrative Personnel for the period July 1, 2014. through September 30, 2014.

|                                |  |
|--------------------------------|--|
| <u>Position:</u>               | <u>Total Cost Including<br/>Taxes/Social Security<br/>(Not to Exceed):</u> |
| Interim Director of Operations | \$24,507.75  |

BACKGROUND INFORMATION:

This is a renewal agreement. The Letter Purchase Order is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** CONTRACT FOR LEGAL SERVICES FOR 2014-15  
**DATE:** June 10, 2014

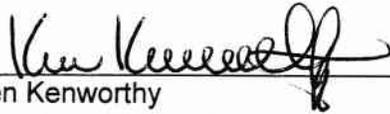
RECOMMENDATION:

That the Board approve a contract with Conely & Conely, P.A. for legal services to the Board for the 2014-15 fiscal year.

BACKGROUND INFORMATION:

This is a renewal contract with no changes in terms or rates. The contract is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH SHERIFF'S OFFICE FOR SCHOOL RESOURCE OFFICER PROGRAM  
**DATE:** June 10, 2014

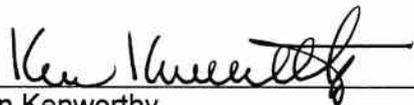
RECOMMENDATION:

That the Board approve an agreement with the Okeechobee County Sheriff's Office for the 2014-15 School Resource Officer program at a cost of \$171,655.61.

BACKGROUND INFORMATION:

This is a renewal agreement. The cost of the School Resource Officer program is based on six (6) officers and is shared with the Okeechobee County Sheriff's Office. The projected total cost to the School Board of \$171,655.61 represents a decrease to the School District of \$2,073.17 due to an adjustment in salaries and benefits. Funding is provided by the Safe Schools Project. The agreement is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** PARTICIPATION AGREEMENT WITH FLORIDA VIRTUAL ONLINE SCHOOL, INC.  
**DATE:** June 10, 2014

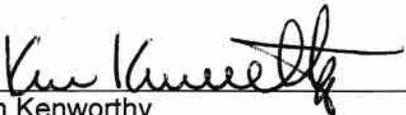
**RECOMMENDATION:**

That the Board approve a Participation Agreement with Florida Virtual Online School, Inc., to provide the Virtual Instruction Program for the School District of Okeechobee County for the 2014-15 school year.

**BACKGROUND INFORMATION:**

This is a renewal agreement. Florida Statute 1002.45, created in 2008 and amended in 2009 by Senate Bill 1676, authorizes school districts to implement virtual instruction programs and to contract with providers of the Virtual Instruction Program. The proposed contract for 2014-15 lists fees and outlines the requirements that students must meet in order to qualify for the program. The agreement is included in Board 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:** MEMORANDUM OF UNDERSTANDING WITH FLORIDA VIRTUAL SCHOOL  
**DATE:** June 10, 2014

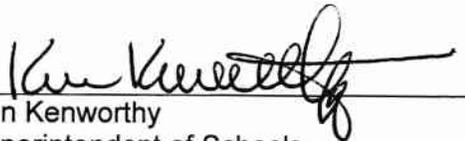
RECOMMENDATION:

That the Board approve a Memorandum of Understanding between Florida Virtual School and the School Board of Okeechobee to provide a virtual learning lab for the 2014-15 school year whereby students work on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator.

BACKGROUND INFORMATION:

Florida Statute 1002.45 authorizes school districts to implement virtual instruction programs and to contract with providers approved by the Department of Education. The proposed Memorandum of Agreement for the 2014-15 lab program lists fees and outlines the responsibilities of FLVS and the district. The agreement is included in Board 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 PSYCHOTHERAPY ASSOCIATES, LLC  
**DATE:** June 10, 2014

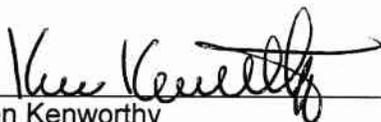
RECOMMENDATION:

That the Board approve an agreement with Psychotherapy Associates, LLC for student mental health services effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal with no changes. This agreement will allow Psychotherapy Associates to provide mental health services for up to 10 students per week and will be an additional resource for students with Healthy Kids Insurance. There is no charge to the District or students. Referrals will be made by the school social workers and school psychologists. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH TREASURE COAST THERAPEUTICS, P.A.  
**DATE:** June 10, 2014

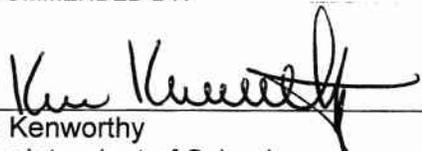
RECOMMENDATION:

That the Board approve a contract with Treasure Coast Therapeutics, P.A. to provide speech therapy services for students effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal contract with no changes. Medicaid is billed for services to eligible students. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH CHILDREN'S COUNSELING NETWORK, LLC  
**DATE:** June 10, 2014

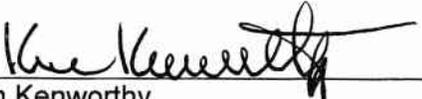
RECOMMENDATION:

That the Board approve an agreement with Children's Counseling Network, LLC for student mental health services effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes. Referrals for services are made by the school psychologists or guidance counselors to the school social worker who then contacts the agency. There are no fees assessed to the School Board unless there are special circumstances approved by the Coordinator of Exceptional Student Education. Special circumstance services are paid from IDEA Project 4549 for non-Medicaid students. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**TO:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH HPS, HELPING PEOPLE SUCCEED, INC.  
**DATE:** June 10, 2014

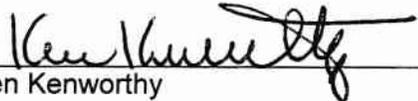
RECOMMENDATION:

That the Board approve an agreement with HPS, Helping People Succeed, Inc. for student mental health services effective August 1, 2014, through July 31, 2015.

BACKGROUND INFORMATION:

This is a renewal agreement. Referrals for services are made by school psychologists or guidance counselors to the school social worker who then contacts the agency. There are no fees assessed to the School Board unless there are special circumstances approved by the Coordinator of Exceptional Student Education. Special circumstance services are paid from IDEA Project 4549 for non-Medicaid students. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Exceptional Student Education.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board

**FROM:** Ken Kenworthy, Superintendent of Schools

**SUBJECT:** **AGREEMENT WITH THE AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.  
FOR THE FOSTER GRANDPARENT PROGRAM**

**DATE:** June 10, 2014

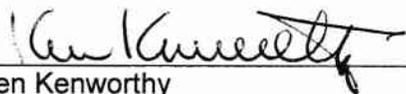
RECOMMENDATION:

That the Board approve a 3-year agreement effective July 1, 2014, through June 30, 2017, with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. for provision of the Foster Grandparent Program.

BACKGROUND INFORMATION:

This is a renewal agreement which provides Foster Grandparents on a part-time basis for elementary students with special needs. The agreement is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** LETTER OF AGREEMENT WITH AMERICORPS ST. LUCIE, INDIAN RIVER & OKEECHOBEE READS  
**DATE:** June 10, 2014

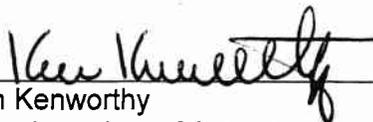
RECOMMENDATION:

That the Board approve a Letter of Agreement with AmeriCorps St. Lucie, Indian River & Okeechobee Reads, effective August 1, 2014, through July 31, 2015, to provide tutoring for selected students in grades K-3 who are reading below grade level.

BACKGROUND INFORMATION:

This is a renewal agreement. The goal of the program is to increase the reading skills of identified students through one-on-one tutoring. The Letter of Agreement is included in Board member agendas and is available upon request in the Superintendent's office.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** AGREEMENT WITH SEMINOLE COUNTY SCHOOL BOARD FOR ECTAC SERVICES  
**DATE:** June 10, 2014

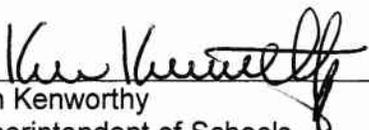
RECOMMENDATION:

That the Board approve an agreement with Seminole County School Board for the services of East Coast Technical Assistance Center (ECTAC) for the 2014-15 school year at a cost of \$4,000.00.

BACKGROUND INFORMATION:

This is a renewal contract. ECTAC provides technical assistance and support to the district for the Title I, Parts A and C programs. The assessed fee of \$4,000.00 is based on the Title I student population of the district. Funding for the agreement comes from Title I, Part A, Project 4431 and Title I, Part C, Project 4417. The agreement is included in Board member agendas and is available upon request in the office of the Coordinator of Grants & Special Programs.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** STUDENT EXCHANGE AGREEMENT WITH GLADES COUNTY SCHOOL DISTRICT  
**DATE:** June 10, 2014

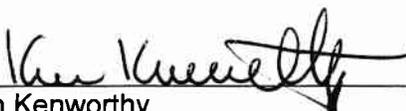
RECOMMENDATION:

That the Board approve the Student Exchange Agreement with Glades County School Board for the 2014-15 school year.

BACKGROUND INFORMATION:

This is a renewal agreement with no changes. The agreement is included in Board member agendas and is available upon request in the office of the Director of Student Services.

RECOMMENDED BY:

  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** SCHOOL SAFETY & SECURITY BEST PRACTICES SELF-ASSESSMENT FOR 2013-14  
**DATE:** June 10, 2014

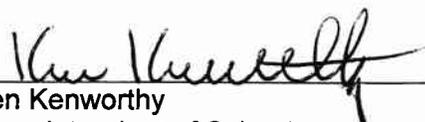
RECOMMENDATION:

That the Board review and approve the results of the School Safety & Security Best Practices Self-Assessment for 2013-14.

BACKGROUND INFORMATION:

The 2013-14 Self-Assessment for School Safety & Security Best Practices is included in Board member agendas and is available upon request in the office of the Assistant Superintendent for Administrative Services.

RECOMMENDED BY:

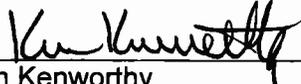
  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **PROPERTY DISPOSAL LIST #9 FOR THE 2013-14 FISCAL YEAR**  
**DATE:** June 10, 2014

RECOMMENDATION:

That the items listed on the attached Property Disposal List #9 for the 2013-14 fiscal year be declared as surplus, no longer usable for educational purposes, and to be removed from property records; and that the Superintendent be authorized to donate or sell such items in accordance with state statute.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**OKEECHOBEE COUNTY SCHOOL BOARD**

**Property Disposal**

**2013-14 #9**

| Property Number | Description                        | Cost     | Condition    | School/<br>Cost Center |
|-----------------|------------------------------------|----------|--------------|------------------------|
| 2994F           | Gateway Laptop                     | 1,299.00 | Obsolete     | NES                    |
| 33043           | Gateway Laptop                     | 2,753.00 | Obsolete     | NES                    |
| 2285F           | Gateway                            | 2,485.00 | Obsolete     | OHS                    |
| 2411F           | Dell Laptop                        | 1,552.58 | Obsolete     | OHS                    |
| 3693F           | Dell Desktop                       | 1,219.00 | Obsolete     | OHS                    |
| 15760           | Tilting Pot, Steam                 | 1,888.50 | Obsolete     | OHS                    |
| 20394           | Gateway                            | 2,548.00 | Obsolete     | OHS                    |
| 20392           | Gateway Laptop                     | 2,548.00 | Unrepairable | Transportation         |
| 18274           | Side Shift Wheel Dolly             | 1,960.00 | Fair         | Transportation         |
| 219             | Hobart Mixer 60Qt.                 | 2,498.00 | Obsolete     | Food Service           |
| 1424            | Cart, Robby 2 wheel                | 1,595.00 | Obsolete     | Food Service           |
| 17934           | Hobart Mixer 30Qt.                 | 6,978.00 | Obsolete     | Food Service           |
| 18925           | Kettle Kaddy                       | 875.00   | Obsolete     | Food Service           |
| 20120           | Steamer w/Pans                     | 5,209.00 | Obsolete     | Food Service           |
| 20473           | Desktop                            | 899.00   | Obsolete     | Food Service           |
| 1292            | Cold Line, Alacarte                | 3,190.00 | Obsolete     | Warehouse              |
| 1293            | Cold Line, Alacarte                | 3,190.00 | Obsolete     | Warehouse              |
| 17107           | Food Processor                     | 2,615.00 | Obsolete     | Warehouse              |
| 17114           | Food Processor                     | 2,615.00 | Obsolete     | Warehouse              |
| 17178           | Hot Food Transport Holding Cabinet | 1,959.00 | Obsolete     | Warehouse              |
| 18430           | Electronic Cash Counter            | 1,315.88 | Obsolete     | Warehouse              |
| 18433           | Electronic Cash Counter            | 1,315.88 | Obsolete     | Warehouse              |
| 1777F           | 3 Com Switch Superstack            | 1,090.71 | Obsolete     | OAA                    |
| 2785F           | Gateway Computer                   | 940.00   | Obsolete     | OAA                    |
| 4159F           | Lenovo Tablet                      | 2,583.00 | Unrepairable | OAA                    |
| 4161F           | Lenovo Tablet                      | 2,583.00 | Unrepairable | OAA                    |
| 4162F           | Lenovo Tablet                      | 2,017.00 | Unrepairable | OAA                    |
| 4279F           | Dell Laptop                        | 1,114.00 | Unrepairable | OAA                    |
| 6856F           | Dell Desktop                       | 778.69   | Unrepairable | OAA                    |
| 19668           | 3 Com Switch Superstack            | 888.93   | Obsolete     | OAA                    |
| 20497           | Gateway Laptop                     | 2,477.00 | Obsolete     | OAA                    |
| 21471           | Lenovo Tablet                      | 2,024.01 | Unrepairable | OAA                    |
| 3093F           | Gateway Desktop                    | 930.99   | Obsolete     | SES                    |
| 3094F           | Gateway Desktop                    | 930.99   | Obsolete     | SES                    |
| 3140F           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3143F           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3144F           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3145F           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3370f           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3374f           | Gateway Desktop                    | 980.99   | Obsolete     | SES                    |
| 3808F           | Dell Desktop                       | 1,117.00 | Obsolete     | SES                    |
| 19177           | Gateway Computer                   | 889.00   | Obsolete     | OMS                    |
| 19194           | Gateway Computer                   | 889.00   | Obsolete     | OMS                    |
| 19210           | Gateway Computer                   | 889.00   | Obsolete     | OMS                    |
| 19780           | Gateway Computer                   | 827.00   | Obsolete     | OMS                    |
| 19985           | Gateway Computer                   | 950.00   | Obsolete     | OMS                    |
| 20182           | Gateway Computer                   | 799.00   | Obsolete     | OMS                    |
| 20238           | Gateway Computer                   | 854.00   | Obsolete     | OMS                    |
| 20240           | Gateway Computer                   | 854.00   | Obsolete     | OMS                    |
| 20243           | Gateway Computer                   | 854.00   | Obsolete     | OMS                    |
| 20244           | Gateway Computer                   | 854.00   | Obsolete     | OMS                    |



**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **MONTHLY FINANCIAL STATEMENT FOR APRIL, 2014**  
**DATE:** June 10, 2014

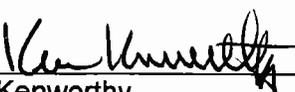
RECOMMENDATION:

That the Monthly Financial Statement for April, 2014, be accepted and filed as part of public record.

BACKGROUND INFORMATION:

The Financial Statement is included in Board member agendas and is available upon request from the Director of Finance.

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **BUDGET AMENDMENT #10 FOR APRIL, 2014**  
**DATE:** June 10, 2014

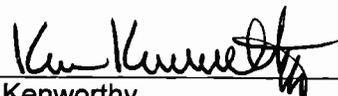
RECOMMENDATION:

That Budget Amendment #10 for April, 2014, be approved.

BACKGROUND INFORMATION:

The Budget Amendment is included in Board member agendas and is available upon request from the Director of Finance.

RECOMMENDED BY:



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Ken Kenworthy  
Superintendent of Schools

**To:** The Okeechobee County School Board  
**FROM:** Ken Kenworthy, Superintendent of Schools  
**SUBJECT:** **WARRANT REGISTER FOR MAY, 2014**  
**DATE:** June 10, 2014

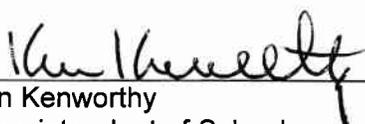
RECOMMENDATION:

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

General Disbursement Account – Warrants #151136 thru #151456

|                          |                  |
|--------------------------|------------------|
| Operating General Fund   | \$ 1,090,260.10  |
| Federal Programs Fund    | 165,143.52       |
| Food Service Fund        | 58,743.04        |
| Capital Improvement Fund | <u>25,100.29</u> |
| Total                    | \$ 1,339,246.95  |

RECOMMENDED BY:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools