

District School Board of Indian River County
6500 – 57th Street, Vero Beach, FL 32967

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

Date: April 9, 2019

Time: 12:00 p.m.

Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)

Board Discussion Session Agenda

- I. CALL DISCUSSION TO ORDER

- II. ITEMS PLACED ON AGENDA BY BOARD MEMBERS
ADD-ON: Superintendent’s Employment Contract – Mrs. Zorc
 - 1. Teri Barenborg
 - 1) Coaching Certification and Procedures
 - 2. Jaqueline Rosario
 - 1) Personnel File Policy
 - 2) Chief Financial Officer Applicant Search
 - 3. Dr. Mara Schiff
 - 1) Discussion of district mental health initiatives
 - 2) Developing Grant Writing expertise/unit in SDIRC
 - 4. Tiffany Justice
 - 1) Board Governance
 - 2) School Board Operating Protocol
 - 5. Laura Zorc
 - 1) Update of Citizen Input Form
 - 2) Superintendent’s Goals

- III. BOARD COMMITTEE REPORTS

- IV. ITEMS PLACED ON AGENDA BY SUPERINTENDENT – Dr. Rendell

- V. ADJOURNMENT

Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, Fl 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement made this 12th day of May, 2015, by and between the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereinafter "School Board") and Mark J. Rendell, Ed.D. (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the School Board wishes to retain the Superintendent to provide all of the services of Superintendent, fully and faithfully, consistent with the spirit, intent and statutory requirements regarding the duties and responsibilities of a school superintendent in the State of Florida; and

WHEREAS, the School Board shall appoint the authorized Superintendent of Schools for the District pursuant to Section 1001.50, Florida Statutes;

WHEREAS, the Superintendent is willing to provide said services and will faithfully and fully comply with the duties and responsibilities of his office as outlined herein, as well as provide those services to the School Board as are requested by the School Board throughout the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, it is agreed as follows:

I. Superintendent of the School District of Indian River County.

The School Board hereby appoints Mark J. Rendell, Ed.D as Superintendent of Schools for the School District of Indian River County, effective July 1, 2015.

II. Services and Duties.

A. Superintendent Is the Chief Executive Officer.

The superintendent shall have and exercise all powers, and perform all duties, provided or required by law. The Superintendent shall use his best efforts and devote his full working time to provide those services and work required of the Superintendent by law, such additional duties as are prescribed by the School Board and the job description adopted by the School Board. The Superintendent shall be the Chief Executive Officer of the School District, and, subject to conformance with applicable laws and School Board policies (duly enacted pursuant to law) and directives of the School Board (by majority vote or consensus by a quorum present at a duly conducted public meeting), shall have charge of the administration of all schools, facilities and personnel within the District. The Superintendent shall provide supervision directly and indirectly of all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the School District subject to approval by the School Board.

B. Conformance With Law and Duly Enacted Board Policy and Directive.

The Superintendent's duties relating to the District's school system shall be those provided by the rules and policies of the School Board, laws of the State of Florida, rules and regulations of other appropriate administrative agencies, including but not limited to the Florida Department of Education and the United States Department of Education, and such special duties and

functions as may be prescribed or assigned by the School Board through mutual goal setting or other forms of direction. All of such duties shall be performed within the time frames or deadlines imposed by law, applicable policy, rule, or goal setting. Absent a legally imposed time frame, the Superintendent shall perform his duties within a reasonable period of time and with due regard for promptness, diligence and professionalism.

C. Obligation of the Superintendent to Present Matters for Decision.

The Superintendent is required by law, School Board policy, and, from time to time, by direction of the School Board, to bring certain matters before the School Board for consideration, decision, or other action. In addition to such matters, the Superintendent is charged to exercise his best professional judgment and shall timely present to the School Board such recommendations which the Superintendent may determine are reasonably necessary for the successful accomplishment of his duties as Superintendent.

D. Devotion of Resources.

The Superintendent shall assign or devote such resources and personnel in a manner which in his judgment best serves the interest of the School District of Indian River County, Florida, consistent with law and the policies and direction of the School Board of Indian River County.

E. Certification.

The Superintendent shall at all times throughout the term of this Agreement obtain, (if necessary), maintain and keep current a valid

certification in administration and supervision or equivalent, as issued by the Florida Department of Education. The Superintendent shall notify the School Board immediately of any change in the status of such certification. Suspension, revocation, or lapse of such certification shall be deemed a breach of this Agreement by the Superintendent and shall release the School Board from all obligations under this Agreement. Additionally, the Superintendent shall obtain the Chief Executive Officer Leadership Development Program Certificate pursuant to Section 1001.47, Florida Statutes, as provided in paragraph VI.C hereinafter, entitled "Chief Executive Officer Leadership Development Program Certificate". As provided in that paragraph, the School Board shall fund the reasonable and necessary expenses incurred by the Superintendent in obtaining the Leadership Development Certificate.

F. Responsibility to Keep the Individual School Board Members Informed of Material Matters.

The Superintendent shall, by means of communications consistent with the Public Records Act (Chapter 119, Florida Statutes), and the Sunshine Law (Section 286.011, Florida Statutes), keep the individual School Board members informed of matters that are material and significant in the reasonable discretion of the Superintendent.

III. Term of Agreement.

This Agreement for Superintendent duties shall commence on July 1, 2015, and shall remain in full force and effect, continuously, until midnight, June 30, 2018,

unless terminated sooner pursuant to this Agreement. This Agreement is for a three (3) year term of employment, and will roll forward after the second year, unless the Board takes action as more fully provided in paragraph IV below. Commencing June 1, 2015 and ending June 30, 2015, for a total of seventeen (17) work days (the "Transition Period"), Dr. Rendell shall be a Consultant to the School Board, review pertinent information and meet with the current Superintendent as needed, to evaluate the School District and transition into the position of Superintendent. The services to be provided by Dr. Rendell during the Transition Period will not constitute employment by the School Board and the Superintendent will not be an employee of the School Board until July 1, 2015. Dr. Rendell will be compensated for his consulting services on a per diem basis in an amount to be determined by reference to the base salary provided for in paragraph VI.A., below, plus One Thousand Six Hundred Sixty Two and 05/100 Dollars (\$1,662.05) which constitutes one (1) month COBRA family health insurance premium coverage. Additionally, the School Board will pay for the costs of Dr. Rendell's attendance at the FADSS/FSBA joint summer conference which he will attend during the Transition Period.

IV. Agreement Renewal.

On or before June 30, 2017, the School Board may by majority vote, decline to employ the Superintendent for the fourth year of this Agreement. In the event that the School Board does not affirmatively decline the fourth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before June 30, 2018, and on the same day of each year thereafter in which the contract has rolled over

for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent to agree to an extension of this Agreement for a term in excess of one year.

- A. The School Board can extend the Superintendent's Agreement for one (1) or more years beyond June 30, 2018, on terms and condition, including compensation, to be determined by mutual consent.

V. Termination of the Agreement.

- A. Termination of the Agreement Without Cause. Notwithstanding any other provision of this Agreement, the School Board reserves the right at any time during the term of this Agreement or any renewal or extension thereof, in its sole discretion, to terminate this Agreement and the Superintendent's employment without cause. However, if the Superintendent is terminated and released from his Agreement and this Agreement is thereby terminated pursuant to this provision, then the Superintendent shall receive his terminal pay calculated as for any administrative employee pursuant to paragraph VI.G hereof, plus his base salary only, without any other benefits, including monetary benefits, for a period of twenty (20) weeks from the date of the School Board vote to terminate pursuant to this provision. The Superintendent agrees that the School Board shall have the sole and absolute discretion to decide upon such termination under this paragraph and that in the event of such termination, the Superintendent waives all rights to

contest or challenge the School Board's decision and will accept the payments provided in this paragraph in full satisfaction of the Board's obligations under this Agreement and in full release of any and all claims against the School Board under this Agreement. Nothing herein prevents the School Board and Superintendent from negotiating a lump sum payment in lieu of the periodic payments provided for herein.

B. Termination for Cause. The School Board may terminate for cause in accordance with the following procedures:

1. The School Board may terminate for cause at any duly conducted meeting, provided however, that no action will be maintained to terminate the Superintendent for cause without first giving the Superintendent thirty (30) days prior written notice of the cause and an opportunity for the Superintendent to cure such cause by initiating corrective action in good faith regarding the cause specified in such notice within said thirty (30) day period of time. The term "cause" as it is used in this Agreement shall mean any material breach of this Agreement, violation of any requirement or provision of Florida Statutes, School Board policy or clearly established legal precedence, a failure to meet or make reasonable progress to the meeting of the annual goals established pursuant to paragraph VII of this Agreement, a failure to perform the duties of the office as provided by law or this Agreement, failure to follow the direction of the collective School

Board acting in accordance with law, and/or any matter that would be a basis for termination for cause that would apply to other instructional personnel of the School District as specified in Section 1012.33, Florida Statutes, as the same may be amended from time to time.

2. However, the Superintendent will not receive an opportunity to cure if the cause is any act or matter that would be sufficient to terminate the employment of a member of the administrative or instructional staff or for any of the grounds mentioned as a basis for possible suspension or dismissal in Section 1012.33, Florida Statutes, as it may be amended from time to time.
3. If the School Board terminates the Superintendent for cause, the Superintendent's sole legal remedy will be an action for breach of contract in a court of appropriate jurisdiction and venue.
4. If the Superintendent is terminated for cause and a court of appropriate jurisdiction fails to reverse that decision the Superintendent shall not receive the twenty (20) weeks base salary provided for in subparagraph A. hereinabove. However, if a court determines that the School Board did not properly terminate the Superintendent for cause, the parties hereby agree that such termination from employment will be deemed a termination without cause pursuant to the provisions of subparagraph A. above, and the Superintendent will be entitled to the twenty (20) weeks of

pay and terminal pay in accordance with the provisions of said subparagraph. Accordingly, the actual damages to be suffered upon a breach of the Agreement are not reasonably ascertainable by the parties at this time, and the parties agree that a reasonable amount of damages upon a breach by the School Board for failure to properly terminate the Superintendent for cause is twenty (20) weeks of pay and terminal pay under this Agreement, and that said amount is not a penalty.

5. If the Superintendent is terminated for cause, the Superintendent shall be entitled to no further compensation under this Agreement except terminal pay in accordance with sub-paragraph VI.G, *infra*.

C. Superintendent Termination of Agreement.

1. If the Superintendent decides to apply for any employment position outside the jurisdiction of the School Board, the Superintendent shall, prior to applying for the employment position, provide written notice to the School Board of the intended employment application.
2. If the Superintendent decides his employment as Superintendent shall end, the Superintendent shall provide at least thirty (30) days advance written notice to the School Board, and the Superintendent shall only receive payment under this Agreement for the balance of his base salary and benefits for the actual days he is performing duties as Superintendent and not for the remainder of the term of this Agreement. In the event the School Board breaches the Agreement, the

Superintendent may terminate the Agreement immediately.

3. If the Superintendent fails to comply with the notice provisions in subparagraphs V.C.1 and 2 above, the Superintendent agrees to pay to the School Board the value of any accrued terminal pay benefits as defined in paragraph VI.G. below, up to a maximum of Ten Thousand Dollars (\$10,000.00), with said sum being withheld from final monetary payments or otherwise paid by the Superintendent until the full cost is paid to the Board.
4. The payment which might be owed by the Superintendent pursuant to this section will not be owed if the Superintendent resigns after having been given notice of the School Board's intention to terminate his employment, without cause or for cause, nor will those payments be due if the Superintendent resigns his employment on account of any material breach of this Agreement by the School Board.

VI. Compensation.

For all services rendered by the Superintendent under this Agreement, the School Board shall pay and provide for the Superintendent the salary, and other benefits described hereafter:

- A. Base Salary. The Superintendent shall receive an annual salary of One Hundred Sixty Thousand Dollars (\$160,000.00) for the fiscal year July 1, 2015 through June 30, 2016, less appropriate deductions for employment taxes and income tax withholding. Beginning with the fiscal year July 1, 2016 - June 30, 2017, if the Superintendent receives an overall performance

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rating of satisfactory or greater on the evaluation described in paragraph VII herein, then he shall receive for that fiscal year the same percentage wage increase, if any, on the same basis granted to other administrators of the District who are not eligible for a step increase during that fiscal year. In no event shall the Superintendent receive less in base salary in the second full year or subsequent year (or years, if any) than he did in the first year of this Agreement. This same procedure shall apply for each fiscal year after the fiscal year ending June 30, 2017, so long as this Agreement remains in effect.

- B. Retirement. The Superintendent shall participate in the Senior Management Category of the Florida Retirement System, subject to then applicable laws and rules relating to such category and program.
- C. Chief Executive Officer Leadership Development Program Certificate.

The parties agree that the Superintendent shall participate in, and receive the Chief Executive Officer Leadership Development Program Certificate pursuant to Section 1001.47, Florida Statutes, to the extent that program is in effect and an appointed Superintendent is permitted to participate. The School Board shall fund all reasonable and necessary costs incurred by the Superintendent in complying with the requirements of the program, and in obtaining and maintaining certification pursuant to the program requirements. Obtaining this certificate and maintaining it in good standing is a requirement of this Agreement, to the extent that Florida law provides for the continuation of the program and allows an appointed

superintendent to participate therein. In addition to the base salary provided in subparagraph A above, the Superintendent shall receive an annual performance salary incentive in the amount provided for elected Superintendents pursuant to Section 1001.47(5)(b), Florida Statutes, so long as the Superintendent has completed all phases of the program as described in that statutory section, and demonstrated successful performance as determined by the Florida Department of Education, as set forth in that statutory subparagraph. The precise amount of the Performance Salary Incentive shall be in the discretion of the School Board but shall be within the range established in the statute. In complying with this provision, no other consideration shall be due or payable from the School Board with respect to the Leadership Development Program Certificate.

- D. Civic and Community Activities Expenses. The School Board will annually budget a fund of Three Thousand Dollars (\$3,000.00) that the Superintendent shall have available to expend for civic and community activities, civic club memberships that the Superintendent believes will benefit directly or indirectly the School District, and activities that promote good relations with the public, business community and other community and civic leaders. The Superintendent must obtain the permission of the School Board to exceed Three Thousand Dollars (\$3,000.00) annually in expenditures in this category. However, notwithstanding any other provision hereof, in no event shall the Superintendent expend more than his purchase order authority for expenditures in this category, and all

expenditures in this category shall be reported to the Board at least quarterly or on such other schedule as the School Board may direct. Additionally, the School Board shall pay for membership of the Superintendent in the American Association of School Administrators and the Florida Association of District School Superintendents.

- E. Per Diem and Travel Expenses of the Superintendent Not Otherwise Accounted For. The School Board shall reimburse the Superintendent, for authorized and reasonably necessary travel and per diem expenses incurred as a result of the Superintendent providing services to the School District pursuant to this Agreement, in accordance with the provisions for per diem and travel expense reimbursement of public officers set out in Section 112.061, Florida Statutes, as it may be amended, and Chapter 112, Florida Statutes, generally.
- F. Leave. Vacation and leave (including sick leave) shall be the same as for other twelve (12) month administrative employees of the School District.
- G. Terminal Pay. Upon termination of employment the Superintendent shall receive in lump sum his lawfully allowed "Terminal Pay", pursuant to applicable state law, and subject to then existing School Board policies or rules, and subject to the limitations in Sections 1012.61 and 1012.65 Florida Statutes, as the same may be amended. This lump sum payment shall be in addition to any other amount payable to the Superintendent upon termination of employment under this Agreement. It is specifically understood and agreed that the computation of terminal pay for the

Superintendent shall be done under the same rules, limitations and policies as govern other School Board employees.

H. Disability or Death.

1. Termination for Disability. The School Board shall have the right to terminate the Superintendent's employment under this Agreement in the event of his disability to perform fully his duties.

a. The School Board shall pay up to Five Thousand Dollars (\$5,000.00) annually toward the premium for a disability policy of insurance that insures the Superintendent from and against disability that prevents him from performing the responsibilities of his job as Superintendent of Schools. The disability policy of insurance shall be procured through the School Board's then existing benefits plan available to all employees. The disability policy will provide as a benefit at least sixty percent (60%) of the base salary on a monthly basis up to a maximum amount specified in the policy.

b. Superintendent agrees that the School Board shall have the sole and absolute discretion to decide upon a termination for disability and said determination shall be based on a Florida licensed medical doctor determination of disability and inability to perform the essential requirements of the job with or without reasonable accommodation. In the event of such termination the Superintendent waives all right to contest or

challenge the School Board's decision in that regard and will accept the benefits provided in this subparagraph in full satisfaction of the School Board's obligations under this Agreement in full release of any and all claims against the School Board under this Agreement.

2. Payment in the Event of Death. In the event of the death of the Superintendent during the term of this Agreement, the School Board shall pay to his surviving spouse, if any, or if the Superintendent does not have a surviving spouse, to the estate of the Superintendent, all of the Superintendent's salary to which he was entitled through the date of his death, including any Terminal Pay amount to be paid as provided for in sub-paragraph VI.G, *supra*, payable within one month of the date of his death.

I. Other Benefits Not Specifically Mentioned in this Agreement. The Superintendent is eligible to participate in other benefits that are afforded twelve (12) month administrative employees of the School District, under the same terms and conditions as other senior administrative employees, including but not limited to life insurance, participation in the health plan, and participation in the Florida Retirement System at the senior management class level. The Superintendent shall also be eligible to exercise any retirement option available to other administrators of the School District. If the Superintendent retires from the School District, the Superintendent shall retain the right, under the same eligibility requirements as other

employees, to participate in such School District group insurance plans as are in effect at such time, if any, which participation shall be at no expense to the School Board.

- J. Budgetary Process. Nothing herein precludes the Superintendent from requesting that the School Board, through the budgetary process, include additional line items and/or authorization for expenditures as he shall deem reasonably necessary or appropriate for the operation of his office or the school system.

VII. Goals; Evaluations; Board Member Discussions and Board Action.

- A. Goals and Objectives. On an annual basis, no later than June 30, the School Board shall establish measurable goals for achievement by the Superintendent. These measurable goals shall be assessed, beginning upon the completion of the first year of employment, and annually thereafter, for purposes of negotiating increases in compensation, if any. The extent of accomplishment of these annual goals shall also be used for the purposes of increases tied to administrative step increases, if any, in future years, pursuant to the provisions in subparagraph VI.A of this Agreement.
- B. Annual Evaluation. Before the first day in May of each year during the term of this Agreement, the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided under sub-paragraph A, above, and such matters as he deems relevant to his performance under this Agreement. Between May 1st and June 30th of each year the School Board shall review with the Superintendent

his progress in meeting the goals and objectives and the working relationships among the Superintendent, School Board, faculty, staff, and community. Each individual member of the School Board may prepare and present a written or oral evaluation of the Superintendent's performance. The annual evaluation of the Superintendent's performance may include a formal evaluation procedure and form as may be mutually agreed upon by the School Board and the Superintendent. If agreement on the form for the evaluation is not mutually agreed, then it shall be as established by the School Board unilaterally. Any evaluation by a School Board member, whether written or oral, which indicates that the performance of the Superintendent has not been satisfactory overall shall include in writing the incidents or areas of unsatisfactory performance. The Superintendent shall be entitled to present a written response to any written unsatisfactory evaluations or evaluations by an individual School Board member which indicates a need for improvement. In the sole discretion of the School Board, the completion of the annual evaluation process may be extended in order to allow for the School District to receive the results of annually administered tests and assessments, and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. A delay in the receipt of such data or other good cause, as determined by the School Board in its sole discretion, may delay the completion of the evaluation process beyond the start of the next fiscal year. If there is such

delay, then any bonus or other compensation which the School Board may determine shall be retroactive to the beginning of the fiscal year.

C. Procedure for Discussion with School Board Members.

Each School Board member may meet individually with the Superintendent subject to applicable case law and legislation relating to open government to discuss how the particular board member views the performance of the Superintendent and his progress in light of School Board policy decisions and objectives. Such meetings shall consist of full, frank and honest exchanges, but shall not involve the discussion of any matter that is prohibited by law to be discussed in such private meeting. Without limitation, the Superintendent will not discuss with any School Board member, individually, any matter related to how another School Board member views any topic, nor shall any School Board member and the Superintendent act as a conduit for any other School Board member during the course of any such discussion. The purposes of these individual meetings may include the individual School Board informing the Superintendent how the individual Board member views the performance of the Superintendent or for the Board member to inform the Superintendent regarding matters of District business.

D. Referral of Matters to the Superintendent. Board members individually may not take action on behalf of the School District. Therefore, the members of the School Board will promptly refer to the Superintendent for his study and recommendation, criticism, complaints and suggestions called

to the attention of individual members of the School Board. Additionally, to the extent reasonably possible, the School Board as a body corporate will refer to the Superintendent for his study and recommendation, criticisms, complaints and suggestions called to the attention of the School Board so that the Superintendent may make his professional recommendations before the School Board takes action with respect to such matters.

VIII. Indemnification.

To the extent allowed by law, the School Board will defend, hold harmless and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent individually or in his capacity as agent or employee of the School Board that may arise while the Superintendent is acting within the scope of his employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property; and further, criminal litigation shall not be included in this indemnity clause. This clause shall be interpreted and construed in a manner not inconsistent with Florida Statutes governing the indemnification of School Board employees. No School Board member shall be personally liable to the Superintendent for any cost, expense, fee or judgment arising from matters described in this paragraph.

IX. Applicability of School Board Policy and Florida Law.

The Superintendent shall be bound by all policies of the School Board and shall faithfully enforce, administer and abide by the same. Additionally, the Superintendent is bound by the Code of Ethics for Public Employees and Officers in

Florida and all other laws of Florida that relate to the operation of the School District and the performance of his duties.

X. Annual Physical Examination.

Once each year during the term of employment under the Agreement, including any renewal, the School Board shall pay for a complete physical examination of the Superintendent by a primary care physician who is a participant of the School District's health network. The Superintendent agrees to undergo such an annual physical examination. The results of such examination shall be given to the School Board, prior to the evaluation process in paragraph VII.B., by the examining physician in the following form:

“In my opinion, based upon a complete physical examination of Mark J. Rendell, Ed.D, he is (is not) physically capable of carrying out the duties of Superintendent, with or without reasonable accommodation.”

(Signature of Physician)

XI. Severability.

If any of the provisions of this Agreement are held invalid it shall not affect the validity or enforceability of any other provision, and the invalid provision shall be deemed severed from the remainder of the Agreement, and the remainder of the Agreement shall be fully enforceable.

XII. Amendments.

This Agreement embodies the entire Agreement between the parties and all prior negotiations and understandings, whether written or oral, are deemed to be

**FIRST AMENDMENT TO SUPERINTENDENT'S
EMPLOYMENT AGREEMENT**

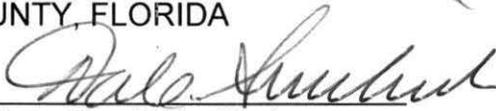
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereinafter "School Board") and MARK J. RENDELL, Ed.D. (hereinafter "Superintendent") do hereby amend the Superintendent's Employment Agreement dated May 12, 2015 as follows:

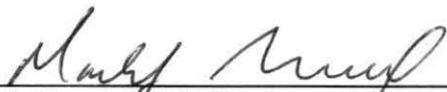
1. Paragraph VII (A) of the Agreement is amended to provide that the School Board, on an annual basis no later than the first available School Board meeting in August of each year, shall establish measureable goals for achievement by the Superintendent. Otherwise, the remainder of the provisions in paragraph VII (A) shall remain in full force and effect.

2. Paragraph VII (B) of the Agreement is amended to provide that the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided in paragraph VII (A) above, and such matters as he deems relevant to his performance under the Agreement, on or before the first day of June of each year. Otherwise, the remainder of the provisions in paragraph VII (B) shall remain in full force and effect.

3. The remaining terms of the Superintendent's Employment Agreement shall otherwise remain in full force and shall be binding on the parties. The only exceptions are the terms that are expressly modified by this First Amendment.

SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

By: 
Dale Simchick, Chairperson

By: 
Mark J. Rendell, Ed.D., Superintendent

Date Approved: 1/26/16

Dated: 1/26/16

SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The School Board of Indian River County, Florida (hereinafter, "School Board") and Mark J. Rendell, Ed.D (hereinafter, "Superintendent") do hereby amend the Superintendent's Employment Agreement dated May 12, 2015, as amended by the First Amendment to Superintendent's Employment Agreement dated January 26, 2016 (hereinafter collectively, "Agreement"), as follows:

1. Paragraph IV of the Agreement is amended and restated as follows:

Agreement Renewal. On or before July 31, 2018, the School Board may by majority vote, decline to employ the Superintendent for the fifth year of this Agreement. In the event that the School Board does not affirmatively decline the fifth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before July 31, 2019, and on the same day of each year thereafter in which the contract has rolled over for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent from agreeing to an extension of this Agreement for a term in excess of one year.

- A. The School Board can extend the Superintendent's Agreement for one (1) or more years beyond July 31, 2019, on terms and condition, including compensation, to be determined by mutual consent.
- B. In the sole discretion of the School Board, the action to extend or to decline to extend the Agreement may be delayed in order for the Superintendent to receive the results of annually administered student assessments and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. In the event the School Board wishes to exercise its discretion under this subparagraph, then the School Board shall no later than July 31 of each year articulate at a public meeting it is exercising its discretion to delay action on the extension or declination of extension of the Agreement, and shall provide the date upon which it will take such action.

2. Paragraph VII.B. of the Agreement is amended and restated as follows:

Annual Evaluation. On or before the second day in July of each year during the term of this Agreement, the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided under sub-paragraph A, above, and such matters as he deems relevant to his performance under this Agreement. During the two (2) week period following delivery of the Superintendent's progress report, the School Board shall review with the Superintendent his progress in meeting the goals and objectives and the working relationships among the Superintendent, School Board, faculty, staff, and community. Each individual member of the School Board may prepare and present a written or oral evaluation of the Superintendent's performance. The annual evaluation of the Superintendent's performance may include a formal evaluation procedure and form as may be mutually agreed upon by the School Board and the Superintendent. If agreement on the form for the evaluation is not mutually agreed, then it shall be as established by the School Board unilaterally. Any evaluation by a School Board member, whether written or oral, which indicates that the performance of the Superintendent has not been satisfactory overall shall include in writing the incidents or areas of unsatisfactory performance. The Superintendent shall be entitled to present a written response to any written unsatisfactory evaluations or evaluations by an individual School Board member which indicates a need for improvement. Thereafter, the School Board shall place the Superintendent's annual evaluation on a School Board business meeting agenda for action no later than July 31 of each year. In the sole discretion of the School Board, the completion of the annual evaluation process may be extended in order to allow for the School District to receive the results of annually administered tests and assessments, and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. A delay in the receipt of such data or other good cause, as determined by the School Board in its sole discretion, may delay the completion of the evaluation process beyond the start of the next fiscal year. If there is such delay, then any bonus or other compensation which the School Board may determine shall be retroactive to the beginning of the fiscal year.

3. The remaining terms of the Superintendent's Employment Agreement, as amended, shall otherwise remain in full force and effect, and shall be binding on the parties. The only exceptions are the terms that are expressly modified by this Second Amendment.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By: 
Shawn R. Frost, Chairman

Date Approved: 1/23/2018


Mark J. Rendell, Ed.D., Superintendent

Date: 1/23/2018

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APPLICATION PROCESS FOR COACHING SUPPLEMENTS

1 of 1

SITE POSTING

*Each school year before the season begins, ALL supplemented coaching positions should be posted at the school site per teacher contract.

Teacher at school agrees to take position; supplement is assigned to employee.

Athletic Director (AD) or designee notifies Position Control in Human Resources of supplement assignment by completing the appropriate supplement form available online.

Position Control establishes appropriate payment record in TERMS.

***ALL coaching positions should be posted each year before the season starts. Coaches from the previous year who met all requirements and who are being recommended for another year only have to meet certification and fingerprint requirements. Copies of job postings filled at the school level should be sent to Position Control in Human Resources.**

DISTRICT POSTING

No one found at school. Position is posted at District level for at least 5 work days.

Current District Employee
Complete either online application or submit a Letter of Intent directly to Athletic Director (AD) or designee or to HR Department.

Person selected. AD sends email to Executive Director of Human Resources with a copy to Certification Analyst for certification check.

If non-certified employee is chosen, applicant will be required to apply for Florida Athletic Coaching Certificate.

AD or designee notifies Position Control in Human Resources of supplement assignment by completing the appropriate supplement form available online.

Position Control establishes appropriate payment record in TERMS.

External Applicants*
(not currently employed by school district) must apply online at District

Interviews are conducted and selection is made. Candidate must apply to FL DOE for athletic coaching certificate if required.

Recommendation is emailed to Executive Director of Human Resources; copy sent to Certification Analyst.

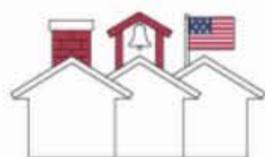
References are checked; offer is made and accepted; AD is notified of acceptance.

Applicant notified by Dept. of Human Resources (HR) to come in for processing.

When applicant clears, AD/designee notifies Position Control of supplement assignment by completing the appropriate supplement form available online.

*See [Athletic Coaching Guidelines](#) for more information.





School District of Indian River County

A CommUNITY Partnership Toward Educational Excellence

SDIRC Steps to Employment as an Athletic Coach:

- Apply for employment on the school district's website: www.indianriverschools.org/employment.
- Wait to be contacted by Human Resources to schedule orientation session. This only occurs once an offer of employment is extended and accepted.
- Apply for Athletic Coaching Certification at www.fldoe.org/edcert/apply.asp.

Orientation includes the following fees:

- Workplace screening and fingerprint retention - \$55.90 by check or money order only made out to SDIRC
- Fingerprint processing fee - \$52.75 by credit/debit card or money order payable to 3M Cogent (no checks or cash) submitted during fingerprint appointment

Once all requirements are met, the coach's name will be submitted to the School Board for approval. The coach may not work with students until the approval process is completed.

Athletic Coaching Certification:

All coaches who do not hold a valid Florida Educator's Certificate must hold either a three-year or five year Florida Athletic Coaching Certificate.

Three-year Athletic Coaching Certificate:

Only one three-year, nonrenewable certificate covering Athletic Coaching may be issued to an individual who:

- Submits an application and processing fee, which is currently \$75.00 (www.fldoe.org/edcert/apply.asp)
- Obtains employment and fingerprint results processed by FDLE and FBI. Fingerprints are processed after an offer of employment is made and accepted.

Five-year Athletic Coaching Certificate:

A certificate valid for five years covering Athletic Coaching may be issued to an individual who:

- Submits an application and processing fee, which is currently \$75.00 (www.fldoe.org/edcert/apply.asp)
- Satisfies specialization for the Athletic Coaching Endorsement (Rule 6A-4.0282) which includes the following requirements:
 - Three (3) semester hours in care and prevention of athletic injuries and the effects and dangers of drug use including performance enhancing drugs,
 - Three (3) semester hours in coaching theory,
 - Three (3) semester hours in theory and practice of coaching a specific sport, and
 - A valid cardiopulmonary resuscitation certificate issued by the American Heart Association or the American Red Cross.
- Obtains employment and fingerprints (processed by FDLE and FBI) no older than one year.

The course requirements may be met through college coursework or through the Athletic Coaching Endorsement program through the School District of Indian River County. **For more information regarding the Athletic Coaching Endorsement, please contact the Certification Analyst for the School District of Indian River County at (772) 564-3116**



issued to an applicant who does not meet the requirements specified in paragraph (4)(b) of this rule. The certificate may be issued one (1) time to an applicant who meets the following requirements:

1. Completes the application requirements as specified in Rule 6A-4.0012, FAC., and
2. Submits fingerprint reports as specified in subparagraph (1)(a)3., of this rule.

(b) A certificate valid for five (5) school fiscal years reflecting only athletic coaching may be issued to an applicant who meets the following requirements:

1. Completes the application requirements as specified in Rule 6A-4.0012, FAC.,
2. Satisfies specialization requirements as specified in subsection (2) of Rule 6A-4.0282, FAC., and
3. Submits fingerprint reports as specified in subparagraph (1)(a)3., of this rule.



(4) Certificates covering only athletic coaching (grades K-12).

(a) A certificate valid for three (3) school fiscal years reflecting only athletic coaching may be issued to an applicant who does not meet the requirements specified in paragraph (4)(b) of this rule. The certificate may be issued one (1) time to an applicant who meets the following requirements:

1. Completes the application requirements as specified in Rule 6A-4.0012, FAC., and
2. Submits fingerprint reports as specified in subparagraph (1)(a)3., of this rule.

(b) A certificate valid for five (5) school fiscal years reflecting only athletic coaching may be issued to an applicant who meets the following requirements:

1. Completes the application requirements as specified in Rule 6A-4.0012, FAC.,
2. Satisfies specialization requirements as

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.

- ▶ [Bylaws & Policies](#)
- ▶ [Administrative Procedures](#)
- ▶ [Forms](#)
- ▶ [State Government](#)

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1590 - PERSONNEL FILE

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its instructional staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy [8141](#) - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to his/her file upon request.

The related procedures manual is entitled Personnel File Procedures.

F.S. 119.011, 119.07, 119.071, 1012.31

Revised 3/4/14



Book	Procedures Manual
Section	1000 Administration
Title	PERSONNEL FILES
Code	ap1590
Status	Active
Adopted	October 1, 2014

1590 - **PERSONNEL FILES**

The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one (1) or more locations.

- A. The personnel file of each employee shall be maintained in the Human Resources office and shall be open to inspection and examined by any person desiring to do so, except for personnel records which are presently provided by law to be confidential and excluded from public inspection.
- B. All aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal, or their respective designees, in the exercise of their respective duties, by the employee or any person designated in writing by the employee, and law enforcement officials in conducting a lawful criminal investigation.
- C. The work-site file may not contain any information which is defined as confidential in F.S. 1012.31.
- D. Examination of any material in a personnel file is subject to the provisions of F.S. 1012.31 and F.S. Chapter 119.

F.S. 1012.31 and F.S. Chapter 119 control the entry of data into a personnel file and establishes the following requirements for such actions.

Entry of Data, Contents, and Examination of Personnel Files (see also Form 1590 F1 and Form 1590 F2)

- A. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this State, no derogatory materials pertaining to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
- B. No anonymous letters or materials may be added to the file.
- C. Any material relating to evaluation, discipline, or being used for investigation is subject to the following provisions:
 - 1. must be signed by a person competent or know the facts or making the judgment;
 - 2. must be reduced to writing within forty-five (45) days of the school system administration becoming aware of the facts giving rise to the incident;
 - 3. a copy must be provided the employee with all file copies bearing certification of receipt by the employee;

4. such written material may be answered by the individual employee and a copy of the response attached to the file copies of the initially filed material;
5. an employee may request an informal inquiry by the Superintendent or his/her designee into any material which the employee believes to be false;

The official making the inquiry shall append a written report on his/her findings to the material.

6. the employee shall have the right to answer in writing any such materials in a personnel file on the effective date of this act, as well as any such materials filed thereafter, and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official making the inquiry shall append a written report of his/her findings to the material;
- D. Work-site files are a part of the employee's personnel file, and as such, are subject to all laws and rules applicable to personnel files.
- E. All files, as previously defined, are subject to F.S. Chapter 119 Public Records and, therefore, are open to the public view with certain exceptions as follows:
1. All evaluations conducted prior to July 1, 1983.
 2. Employee assessments are closed during the year which they are conducted and one (1) fiscal year thereafter.
 3. Derogatory material relating to employee performance is confidential until ten (10) days after employee is notified.
 4. Payroll deductions, medical, psychiatric, and psychological records are confidential. (Except at any hearing related to an employee's competency.)
 5. Materials relating to an investigation that ceases to be active.
- F. A log of each person inspecting the file shall be maintained.

PRODUCTION PROCEDURES AND FEES

Every person who has custody of personnel files shall permit the files to be inspected and duplicated by any person desiring to do so, at reasonable times, under reasonable conditions and under supervision by the custodian of the records or designee.

The records custodian shall review the employee's file for compliance with exemptions under F.S. Chapter 1000 before opening the file for inspection or duplication.

Reproduction of records is to be done on Board premises at a cost no greater than fifteen cents (.15) per page.

When other than an individual employee and when the nature or volume of records is such as to require extensive clerical or supervisory assistance by personnel of the Board, the District may charge in addition to the actual cost of duplication, a reasonable charge which shall be based on the actual salary rate of such personnel providing the service.

DEFINITION OF TERMS

A. Evaluations

Includes classroom observations, annual evaluations.

B. Complaint

An accusation by any member of the public or Board employee charging an employee with misconduct and/or unacceptable performance.

C. Confidential Records

Information that is not available for public review. This would include medical records, psychiatric/psychological files, payroll deductions, transcripts, preliminary investigations, active investigations, assessments prior to July 1, 1983, and subsequent evaluations for one (1) full school year.

D. Custodian of Records

The appointed work site administrator, District office administrator, or administrative designee charged by law with the responsibility of maintaining and supervising personnel files for the District.

E. Derogatory Material

Typical examples:

1. Complaints, allegations, negative assessments, and charges related to work performance. (Can be placed in file)
2. NEAT procedure (Notice, Explanation, Assistance, Time).

F. Designee

Persons authorized by Board members, the Superintendent, the principal, or the employee to inspect all aspects of the personnel file in the exercise of their respective duties.

G. Inspection of Records

Every person who has custody of personnel files shall permit the records to be inspected and examined by any person desiring to do so, **at reasonable times, under reasonable conditions** and under supervision of the custodian of the records. Confidential records are not available for inspection by the public.

H. Lawful Criminal Investigation

Any investigation conducted by local, State, and Federal law enforcement agencies concerning criminal acts, according to the laws of the State or community as enforced by the courts.

I. Law Enforcement Personnel

Any person employed by an authorized law enforcement agency to conduct an investigation concerning unlawful acts (e.g., employed by Federal, State, county, or municipal agency).

J. Medical Records

Include medical, psychological/psychiatric evaluations, medical releases, workers' compensation reports and other letters, documentation or reports attendant to the employee's medical condition.

K. No Probable Cause

Findings of preliminary investigations showing no evidence to support or continue an investigation.

L. Official Logs

Individual Access Records – form placed in each personnel file showing the date of inspection, person inspecting the file and records custodian authorizing the access.

M. Preliminary Investigation

Investigative actions conducted to determine if there is probable cause to proceed further with complaint or alleged violation of Board rules and /or statutory provisions. A preliminary investigation shall be considered active as long as

it is continuing with a reasonable good-faith anticipation that an administrative finding will be made in the foreseeable future.

N. Probable Cause

Result of preliminary investigation with findings of reasonable grounds for suspecting that violation of a Board rule or criminal offense has been committed. May lead to further investigation, disciplinary action or charges filed.

O. Right of Inquiry

The employee has the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official conducting the inquiry shall append a written report of his/her findings to the personnel file.

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Legal F.S. 119.011, 119.07(3), 1001.41, 1012.31

PERSONNEL RECORDS

THE INDIVIDUAL PERSONNEL RECORD(S) OF EACH BOARD EMPLOYEE OR APPLICANT, AS MAINTAINED BY THE SCHOOL, DEPARTMENT, OR THE DIVISION OF HUMAN RESOURCES, SHALL BE OPEN TO INSPECTION PURSUANT TO THE PROVISIONS OF F.S. 231.291 AND THE RULES LISTED BELOW:

AUTHORITY: F.S. 230.22 (1) (2); 231.291
 POLICY ADOPTED: 5/14/70
 POLICY READOPTED: 9/5/74; 3/20/75

POLICY AMENDED: 3/14/89

RULES

1. Personnel files shall be limited to building files and files maintained by the Human Resources Division. Other personnel files may not be created and/or maintained.

Special Investigative Unit may create files related to a complaint or an investigation of a complaint against an employee.

2. Each employee or applicant shall have the right, upon request, to review the entire contents of his/her own personnel file(s) maintained at the employee's work location or in the Division of Human Resources. A representative of the employee or applicant may be present at this review. The review shall be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of these files.

3. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of the state, no derogatory materials relating to an employee's conduct, service, character or personality shall be placed in the personnel file of such employee.

No anonymous letter or anonymous materials shall be placed in the personnel file.

4. Materials related to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

5. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.

6. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.

7. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:

a. By certified mail, return receipt requested, to the address of record; or

b. By personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. If an employee refuses to sign the material, the supervisor shall call a witness into the room with the affected employee and ask the witness to sign the material. Such signature shall indicate that the affected employee had an opportunity to sign the material and chose not to.

8. An employee has the right to answer in writing any such materials in a personnel file and the answer shall be attached to the file copy. Employees have the right to request that the superintendent or his designee make an informal inquiry regarding material in their personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his findings.

9. Applicant files which are not updated annually shall be placed in the inactive file. After two years, information in the inactive applicant file shall be returned to the sender, if requested, or destroyed.

10. Items in personnel files are open to the public pursuant to the provisions of F. S. Chapter 119, except as follows:
- a. Any complaint and any material relating to the investigation until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active.
 - b. An employee evaluation shall be confidential until the end of the school year immediately following the school year in which the evaluation was made. No evaluation prepared before July 1, 1983 shall be made public.
 - c. No material derogatory to an employee shall be open to inspection until ten (10) days after the employee has been notified.
 - d. The payroll deduction records of an employee shall be confidential.
 - e. Employee medical records shall be confidential.
11. Records shall be maintained in accordance with the United States Department of Labor, Part 850 (29CFR) -- Records To Be Made Or Kept Relating to Age; Notices To Be Posted; Administrative Exemptions Section 850.3 - Records To Be Kept By Employers- and F. S. 231.191.

* All principals shall make and keep for at least one year records on applications.

AUTHORITY: F.S. 230.22 (1) (2); 231.291
RULES ADOPTED: 5/15/70
RULES READOPTED: 9/5/74; 3/20/75

RULES AMENDED: 3/14/89



Book	St. Lucie County School Board Policy Manual
Section	Chapter 6: Human Resources
Title	Personnel Files
Code	6.90+
Status	Active

The term "personnel file," as used in this policy with respect to any employee, shall mean all records, information, data, or materials uniquely applicable to that employee and maintained by the District in any form or retrieval system whatsoever.

(1) A personnel file shall be maintained by the Superintendent on each employee. The records shall include the following:

- (a) Application for employment
- (b) References
- (c) Annual evaluations
- (d) Letters of commendation, reprimand, etc.
- (e) Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
- (f) Teaching certificate, if applicable.
- (g) Any other pertinent data.

(2) Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.

(3) Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

(a) No such materials may be placed in a personnel file unless reduced to writing within forty-five (45) calendar days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.

(b) Additional information related to such written materials previously placed in a file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be

added to an employee's personnel file shall be provided to the employee either by certified mail or personal delivery.

(c) The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.

(4) Personnel file, regardless of their location in the school system, are open to inspection pursuant to Florida Statutes, except as follows:

(a) Any complaint of misconduct and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active as defined in Section 1012.31(3)(a)1, Florida Statutes. At the conclusion of the preliminary investigation, the District shall provide written notice to the employee who is the subject of the complaint, either personally or by mail, that the District has either:

(i) Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or

(ii) Concluded the investigation with a finding to proceed with disciplinary action or file charges.

(b) Employee evaluations prepared pursuant to Florida, rules adopted by the State Board of Education, or a local School Board shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.

(c) No material derogatory to the employee shall be open to inspection until ten (10) calendar days after the employee has been notified pursuant to subsection (3)(b) of this policy.

(d) The payroll deduction records of the employee shall be confidential.

(e) Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential. However, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.

(f) Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee shall be confidential.

(5) Notwithstanding other provisions of this policy, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent, and the principal or their respective designees in the exercise of their respective duties.

(6) Notwithstanding other provisions of this policy, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

STATUTORY AUTHORITY: [1001.41](#), [1012.22](#), [1012.23](#), F. S.

**LAWS IMPLEMENTED: [112.08\(7\)](#), [119.071](#), [441.85\(10\)](#), [1001.43](#), [1012.31](#), F.S.
[34 cFR 99](#) (FERPA), [45 CFR 164](#) (HIPaA)**

History:

Adopted: 03/30/2004

Orange County Public Schools

PERSONNEL RECORDS

FILE: GBJ

TITLE: Administrator's Home Telephone

POLICY:

The Superintendent, district-level employees as designated by the Superintendent, and all principals and assistant principals are required to maintain a telephone in their residence and to have the number listed with their name in the appropriate telephone directory.

TITLE: Personnel Files

POLICY:

- (1) A personnel file shall be maintained for each employee. The file shall be inclusive of all records, information, data, or materials maintained by the School Board of Orange County, Florida ("Board") in any form or retrieval system whatsoever. The file shall be uniquely applicable to the employee, whether maintained in one or more locations.
- (2) The Superintendent shall establish written procedures for the maintenance of personnel files consistent with the provisions of Section 1012.31, Florida Statutes. Such procedures shall include, but not be limited to, the following:
 - (a) location of personnel files;
 - (b) criteria and procedures for placing materials in a personnel file;
 - (c) persons authorized to place materials in a personnel file;
 - (d) review of disputed or contested materials in a personnel file;
 - (e) public access to personnel files; and
 - (f) persons designated to have access to confidential materials in a personnel file.
- (3) Access to file.
 - (a) Except for those portions of the personnel file which are exempt from disclosure by law, the personnel file of an employee shall be open to inspection by any member of the general public, upon reasonable notice to the records custodian located in the Records Management Department.
 - (b) Upon request, an employee or any other person designated in writing by the employee, shall be permitted to examine the entire contents of the file, including all items which are exempt from disclosure by law. A notation shall be made each time the file is examined, indicating the person making the examination.

- (c) Any employee whose personnel file has been inspected by anyone other than a person specifically authorized by Florida law or designated by the Superintendent as provided herein shall, if requested by the employee, be notified of each person who requested and observed the file.

(4) Derogatory materials.

- (a) Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida law, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (45) days and may be maintained only if it is signed by a person competent to know the facts or make the judgment and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to the address of record or shall be given an actual copy of the material to be filed. If employees receive said copy, they shall indicate that such material has been received by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within forty-five (45) days of the date it becomes known shall not be added to the file.
- (b) The employee shall have the right to answer in writing any material placed in the file. The answer shall be attached to the file copy.
- (c) No anonymous letter or material shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the Board.

- (5) Individual copies of documents in an employee's file shall, upon request, be provided at no cost to the employee. Additional copies may be provided at a cost not to exceed fifteen (15) cents per copy per page.

TITLE: Name and Address Changes of Employees

POLICY:

- (1) Name Change. Employees with a name change shall make proper application for a name change on their social security card. Any principal, supervisor, or member of the instructional staff who changes his/her name shall request a name change on the certificate from the Certification Section of the Department of Education no later than the next renewal date of the certificate. Employees shall use their legal name in dealing with the Board and other professional agencies, but in the event of a change in name, the

new name shall not be used until the name on the social security card is changed and recorded in Employment Services.

- (2) Address Change. Employees shall keep Employment Services informed as to their current address.

SPECIFIC AUTHORITY: Chapter 119; Sections 1001.41; 1001.51; 1012.796;
1012.23; 1012.31, Florida Statutes

ADOPTED: 10/12/93
REVISED: 10/11/16



Book	School Board Policy Manual
Section	Chapter 6: HUMAN RESOURCES
Title	Personnel Files
Code	654
Status	Active
Legal	STATUTORY AUTHORITY 1001.43 1012.22 1012.23, F.S. LAWS IMPLEMENTED 112.08(7) 119.07 119.071 1001.43 1012.31, F. S. 34 CFR 99 (FERPA) 45 CFR 164 (HIPAA)
Adopted	September 15, 1998
Last Revised	July 23, 2013

The term "personnel file," as used in this rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

- I. A personnel record shall be maintained by the Superintendent on each employee. The record shall include:
 - A. Application for employment
 - B. References
 - C. Annual evaluations
 - D. Letters of commendation, reprimand, etc.
 - E. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
 - F. Teaching certificate, if applicable
 - G. Any other pertinent data.
- II. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.
- III. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 - A. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.
 - B. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.
 - C. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded due process

rights as outlined in Florida Statutes.

- IV. Personnel files, regardless of their location in the school system, are open to inspection pursuant to Chapter 119, Florida Statutes, except as follows:
- A. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
 - B. Employee evaluations prepared pursuant to Florida Statutes, rules adopted by the State Board of Education, or a local School Board shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.
 - C. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to (3)(b) of this rule.
 - D. The payroll deduction records of the employee shall be confidential.
 - E. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
 - F. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee.
 - G. Agency personnel information that is excluded under the provisions of 119.071, F.S.
- V. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.
- VI. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

CHAPTER 6.00 – HUMAN RESOURCES

PERSONNEL FILES

6.45

The term *personnel file*, as used in this rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

I. A personnel record shall be maintained by the Superintendent on each employee. The record shall include

- A. Application for employment
- B. References
- C. Annual evaluations
- D. Letters of commendation, reprimand, etc.
- E. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
- F. Teaching certificate, if applicable
- G. Any other pertinent data.

II. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.

III. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of the student is concluded must be clearly indicated in the employee's personnel file.

A. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.

B. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed.

CHAPTER 6.00- HUMAN RESOURCES

A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.

- C. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.
- IV. Personnel files, regardless of their location in the school system, are open to inspection pursuant to Florida Statutes, except as follows:
 - A. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes. This subparagraph does not absolve the school district of its duty to provide any legally sufficient complaint to FLDOE within 30 days after the date on which the subject matter of the complaint comes to the attention of the school district, regardless of the status of the complaint.
 - B. Employee evaluations prepared pursuant to Florida Statutes, rules adopted by the State Board of Education, or a local School Board shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.
 - C. No material derogatory to the employee shall be open to inspection for the period of time specified in section 1012.31, Florida Statutes, after the employee has been notified pursuant to III.B. of this rule.
 - D. The payroll deduction records of the employee shall be confidential.
 - E. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
 - F. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee.
 - G. Other records excluded by federal, state or administrative rules.
- V. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.

CHAPTER 6.00 – HUMAN RESOURCES

- VI. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.
- VII. An employee may review his/her own personnel file at any time.
- VIII. A person requesting to view another person's personnel file shall give the Custodian of Record a twenty-four (24) hour notice and shall schedule an appointment time to view the file to allow for sufficient time to remove confidential material. Any requested copies will be made after payment of the fee allowed by Florida Statute. Any person reviewing another person's personnel file shall provide name, address and telephone number along with appropriate identification.

1001.41, 1012.22, 1012.23, F.S.

STATUTORY AUTHORITY:

LAW(S) IMPLEMENTED:

112.08(7), 1001.43, 1012.31, F.S.
34 CFR 99 (FERPA), 45 CFR 164 (HIPAA)

STATE BOARD OF EDUCATION RULE(S):

6A-1.0503

HISTORY:

ADOPTED: April 1, 1997
REVISION DATE(S): 07/09/18
11/10/08
01/12/15
FORMERLY: GBJ

Book	St. Lucie County School Board Policy Manual
Section	Chapter 6: Human Resources
Title	Evaluation of Employees
Code	6.40*
Status	Active

(1) The Superintendent shall develop or select personnel performance evaluation systems for all staff. The Board will adopt instructional and administrative employee performance criteria in compliance with Florida Statutes.

(2) Each member of the staff shall receive an annual evaluation by his immediate administrative supervisor, except that a classroom teacher, as defined in Section 1012.01(2)(a), Florida Statutes, excluding substitute teachers, who is newly hired by the District must be observed and evaluated at least twice in the first year of teaching in the District. The purpose of the evaluation shall be to improve the services of personnel in all departments. The administrative supervisors and department heads shall use the evaluation form provided by the Superintendent.

The District's evaluation system shall meet all requirements of law.

- ~~(3)~~ A copy of each employee's evaluation report shall be filed in the District Human Resources office.
 - ~~(4)~~ The evaluation of all employees shall be based on observations of the individual's work by his or her immediate supervisor and shall be made at least once each year prior to reappointment.
 - ~~(5)~~ The Superintendent shall arrange for the evaluation of all principals, supervisors and administrative personnel as required by law.
 - ~~(6)~~ The principal or administrator supervising personnel shall arrange for the evaluation of all employees under his supervision as required by law.
- (7) Prior to preparing the written report of the evaluation, the individual being evaluated shall be informed as to the criteria and the procedure to be used.
- (8) The written report of the evaluation shall be reviewed with the employee and discussed with him or her by the person who made the assessment.
- (9) An employee may respond to an evaluation in the manner provided by law or other approved procedures.

STATUTORY AUTHORITY: [1001.41](#), [1012.22](#), [1012.23](#), F.S.

CHAPTER 6.00 – HUMAN RESOURCES

PERSONNEL RECORDS

6.90

The term *personnel file*, as used in this rule with respect to any employee, shall mean all records, information, data, or materials uniquely applicable to that employee and maintained by the District in any form or retrieval system whatsoever.

- I. A personnel record shall be maintained by the Superintendent on each employee. The record shall include
 - A. Application for employment
 - B. References
 - C. Annual evaluations
 - D. Letters of commendation, reprimand, etc.
 - E. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
 - F. Teaching certificate, if applicable
 - G. Any other pertinent data.
- II. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.
- III. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 - A. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) calendar days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.
 - B. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.

CHAPTER 6.00 – HUMAN RESOURCES

- IV. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.
- V. Personnel files, regardless of their location in the school system, are open to inspection pursuant to Florida Statutes, except as follows:
 - A. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
 - (B) Employee evaluations prepared pursuant to Florida Statutes, rules adopted by the State Board of Education, or a local School Board shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.
 - (C) No material derogatory to the employee shall be open to inspection until ten (10) calendar days after the employee has been notified pursuant to III.B. of this rule.
 - (D) The payroll deduction records of the employee shall be confidential.
 - (E) Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential. However, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
 - F. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee.
 - G. Agency personnel information that is excluded under the provisions of 119.071, F.S.
- VI. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent, and the principal or their respective designees in the exercise of their respective duties. The individual who reviews the file in the performance of his/ her duties shall maintain the exempt or confidential status of the personnel file.

CHAPTER 6.00 – HUMAN RESOURCES

VII. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

STATUTORY AUTHORITY: 1001.43, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 112.08(7), 119.07, 119.071,
1001.43, 1008.24, 1012.31, F.S.

HISTORY: REVISED: 09/17/13, 08/19/14, 04/21/15
FORMERLY: 1.1, 1.16, 5.1.2.D.(3), 5.1.7, 9.2.5

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Personnel file

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3590 - PERSONNEL FILES**Introduction and Overview**

In August, 1983, at a countywide principals' meeting, you were briefed by the Human Resources Services Department on House Bill 1261 which repealed F.S. 231.28(7). This legislation created F.S. 1012.31 and substantially amends F.S. 1012.34 – Personnel Records. This law defines content, enables public access to all records not expressly excluded, and effectively reverses the prior law establishing the confidentiality of personnel records.

With the statute, personnel records are defined as follows "...all records, information, data, or materials maintained by a public school system, in any form of retrieval system whatsoever (which are) uniquely applicable to that employee, whether maintained at one or more locations."

The statute controls the entry of data into a personnel file and establishes the following requirements for such actions.

- (A.) Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this State, no derogatory materials pertaining to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
- (B.) No anonymous letters or materials may be added to the file.
- C. Any material relating to evaluation, discipline, or being used for investigation is subject to the following provisions:
 - (1.) Must be signed by a person competent or know the facts or making the judgment.
 - (2.) Must be reduced to writing within forty-five (45) days of the school system administration becoming aware of the facts giving rise to the incident.
 - (3.) A copy must be provided the employee with all file copies bearing certification of receipt by the employee.
 - (4.) Such written material may be answered by the individual employee and a copy of the response attached to the file copies of the initially filed material.
 - 5. An employee may request an informal inquiry by the Superintendent or his/her designee into any material which the employee believes to be false. The official making the inquiry shall append a written report on his/her findings to the material.
- D. All files, as previously defined, are subject to F.S. Chapter 119 Public Records and, therefore, are open to the public view with certain exceptions as follows:
 - (1.) All evaluations conducted prior to July 1, 1983.

2. Employee assessments are closed during the year which they are conducted and one (1) fiscal year thereafter. No assessments are open to the public until July 1, 1985.

3. Derogatory material relating to employee performance is confidential until ten (10) days after employee is notified.

4. Payroll deductions, medical, psychiatric, and psychological records are confidential. (Except at any hearing related to an employee's competency.)

5. Materials relating to an investigation ceases to be active. (i.e., no probable cause found within sixty (60) days.)

E. Access to the total file, including confidential material, is limited to Board members, Superintendent, principals, and their designees (in the course of their duties) and law enforcement officials (in conducting a lawful criminal investigation.) A log of each person inspecting the file must be maintained.

All personnel files, wherever located, shall be brought into conformity with this act upon the request of any employee and/or prior to June 30, 1984.

PROCEDURES FOR ADDING MATERIAL TO THE PERSONNEL FILE EFFECTIVE JULY 1, 1983

Except for material pertaining to unacceptable work performance or other matters that may be cause for discipline, no derogatory or anonymous material shall be placed in the central or work site personnel file

A. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (45) days of the administration becoming aware of facts and signed by a person competent to know the facts or make a judgment.

B. A copy of the material to be added to the files shall be provided to the employee by certified mail or personal delivery. The employee's signature and date on a copy of the material to be filed shall be proof that such materials were given to the employee. Any material which is to be added to the files shall include the following statement:

This is to confirm that a copy of the original of this document was provided to me

On _____ by _____
Date School Official

My signature merely signifies receipt of this document and does not necessarily indicate agreement with its contents.

Employee's Signature

Date

ACCESS TO PERSONNEL FILES

PUBLIC REVIEW

PUBLIC REVIEW

The 1983 Legislature substantially amended F.S. 231.291, Personnel Files, to define content and enable public access to all records not expressly excluded. Pursuant to the statutory revisions which became law effective July 1, 1983, records custodians are authorized to exclude from public access personnel file data on the following subjects:

- A. assessment records prior to July 1, 1983
- B. medical, psychiatric, and psychological records
- C. active investigations
- D. college transcripts
- E. payroll deductions

Although assessments made after July 1, 1983, are covered by provisions of the law, they are not available for public scrutiny until July 1, 1985. With the exception of data cited above, the personnel file of any employee shall be open to inspection upon request. Records custodians should review an employee's file for compliance with F.S. Chapter 1000 before opening the file for inspection. The custodian of each record shall maintain a record in the file of those persons reviewing the file each time it is reviewed. Access to files is to be furnished at reasonable times, under reasonable conditions and under supervision of the custodian of records. Such review shall be recorded on the appropriate form.

EMPLOYEE REVIEW

Individual employees may review the total file. Access to the files will be furnished a reasonable times, under reasonable conditions and under the supervision of the custodian of records. Such review shall be recorded on the appropriate form.

MANAGEMENT REVIEW

The Superintendent has authorized the following School District personnel access to confidential personnel records, provided the inquiry is job related and only on a need to know basis:

- A. Nonbargaining unit managerial personnel.
- B. Nonbargaining unit clerical personnel assigned to work with personnel files.
- C. Board attorneys and attorneys under contract to the Board.

The law already provides access by building principals/designee and law enforcement personnel. It is the responsibility of the records custodian to insure compliance with appropriate administrative directives, Board rules, Florida statutes, and contractual provisions.

PRODUCTION PROCEDURES AND FEES

Every person who has custody of personnel files shall permit the files to be

inspected and duplicated by any person desiring to do so, at reasonable times, under reasonable conditions and under supervision by the custodian of the records or designee.

The records custodian shall review the employee's file for compliance with exemptions under F.S. Chapter 1000 before opening the file for inspection or duplication.

Reproduction of records is to be done on Board premises at a cost no greater than fifteen cents (.15) per page. An Individual Access Records Form must be added to the employee's file showing the file was inspected and by whom.

When other than an individual employee and when the nature or volume of records is such as to require extensive clerical or supervisory assistance by personnel of the Board, we may charge in addition to the actual cost of duplication, a reasonable charge which shall be based on the actual salary rate of such personnel providing the service.

COMPLIANCE PROCEDURES

All personnel files, wherever housed, shall be brought into compliance with F.S. 1012.31 upon the request of the employee and not later than June 30, 1984. The Human Resources Services Department has conducted a major sample of employee records relative to purging requirements to insure compliance. As we suggested, this is a very delicate, time consuming process due to the technical nature of the statute. Each item to remain or to be purged from files must be treated with extreme care and thorough knowledge of the detailed requirements of the law.

This process is further complicated by the fact that depending on who has requested access to the file, certain judgments have to be made on a continuing basis as to the documents subject to review. To minimize the potential of errors as each work site begins the purging process, all items with the exception of the following are to be removed from the work site active personnel records and destroyed. Again, **ONLY** the following items may be retained in the work site active file.

INSTRUCTIONAL/ADMINISTRATIVE

Applications	Employee Process Letter/Substitute Form
Appointment (form only)	Current Evaluation/Observation Conf. Report
Authorization to Review File	Inservice Print-Outs/related materials
Certificates and all related forms	Leaves of Absences/Change Forms
Contracts and all related forms	Letters of Commendation
Code of Ethics form	Nepotism Letters/Approvals
Deficiency forms (certification)	Notification to Begin Work Letters
Social Security Card Copy	Resumes
Reclassification Transfer	Resignation
	Transcripts

SUPPORT

Applications	Resumes
Appointments	Reclassification/Transfer
Authorization to Review File	Resignation
Bumping, Lay-off and Recall Letters	Reappointment Letters

Current Evaluation	Social Security Card Copy
Employee Process Letter/Substitute Form	Salary Letters
Inservice Print-Out/related materials	Work Permits
Leaves of Absences/Change Forms	Letters of Commendation
Nepotism Letter/Approval	Notification to Begin Work Letters
	Transcripts

Please pay special attention to the fact that no annual evaluation may be retained in a work site active personnel file except for the **current** year. All previous evaluations are to be destroyed as above described. Each year a new evaluation is conducted, the prior year likewise is to be destroyed.

Particular attention should also be given to removing any medical information including doctor's statements attached to medical related leaves of absences as well as pre-employment references.

This should place work site files into strict compliance with the statute and result in no confidential information being contained in such files except for current year evaluation and college transcripts.

RECORDS AUDIT

The final part of this procedure is the audit process. Human Resources Services will periodically, and at random, visit schools and conduct a total records review. In addition, the internal auditors have been asked to conduct an audit sample at each work site as a part of the normal internal auditing process.

We anticipate continuing questions due to the sensitive and technical nature of this material. You are encouraged to call repeatedly, if necessary, if you feel uncertain about a decision.

DEFINITION OF TERMS

A. Evaluations

Include classroom observations, annual evaluations, reprimands, and N.E.A.T. process materials.

B. Complaint

An accusation by any member of the public or Board employee changing an employee with misconduct and/or unacceptable performance.

C. Confidential Records

Information that is not available for public review. This would include medical records, psychiatric/psychological files, payroll deductions, transcripts, preliminary investigations, active investigations, assessments prior to July 1, 1983, and subsequent evaluations for one (1) full school year.

D. Custodian of Records

The appointed work site administrator, central office administrator or administrative designee charged by law with

the responsibility of maintaining and supervising personnel files for the District.

E. **Derogatory Material**

Typical examples:

1. Complaints, allegations, negative assessments, and charges related to work performance. (Can be placed in file)
2. Employee's conduct, service, character, or personality not related to work performance. (Cannot be placed in file)

F. **Designee**

Persons authorized by Board members, the Superintendent, the principal, or the employee to inspect all aspects of the personnel file in the exercise of their respective duties. (Based on the need to know)

G. **Inspection of Records**

Every person who has custody of personnel files shall permit the records to be inspected and examined by any person desiring to do so, **at reasonable times, under reasonable conditions** and under supervision of the custodian of the records. Confidential records are not available for inspection by the public.

H. **Lawful Criminal Investigation**

Any investigation conducted by local, State, and Federal law enforcement agencies concerning criminal acts, according to the laws of the State or community as enforced by the courts.

I. **Law Enforcement Personnel**

Any person employed by an authorized law enforcement agency to conduct an investigation concerning unlawful acts; e.g., employed by Federal, State, county or municipal agency.

J. **Medical Records**

Include medical, psychological/psychiatric evaluations, medical releases, workers' compensation reports and other letters, documentation or reports attendant to the employee's medical condition.

K. **No Probable Cause**

Findings of preliminary investigations showing no evidence to support or continue an investigation.

L. **Official Logs**

Individual Access Records – form placed in each personnel file showing the date of inspection, person inspecting the file

and records custodian authorizing the access.

M. Payroll Deduction

Include Federal Income Tax and FICA deductions, deductions taken for insurance, union dues, retirement contributions, tax sheltered annuities and other investment deductions, alimony and court mandated deductions, charity deductions, credit union.

N. Personnel File

All records, information, data or material maintained by the Board, in any form or retrieval system, with respect to any employee or former employee, which is uniquely applicable to the employee, whether maintained or stored in one or more locations. Such records may include, but are not limited to, public records such as employment application and supporting data, employment history and confidential records such as investigative files, payroll deductions, disciplinary actions, and medical/psychiatric evaluations.

O. Preliminary Investigation

Investigative actions conducted to determine if there is probable cause to proceed further with complaint or alleged violation of Board rules and /or statutory provisions

P. Probable Cause

Result of preliminary investigation with findings of reasonable grounds for suspecting that violation of a Board rule or criminal offense has been committed. May lead to further investigation, disciplinary action or charges filed.

Q. Right of Inquiry

The employee has the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official conducting the inquiry shall append a written report of his/her findings to the personnel file.

PERSONNEL FILE TIMELINES

A. Any Material Placed in File:

Time Frame	No later than forty-five (45) days after the administration becomes aware of the facts reflected into the materials.
Procedure/Responsibility	Custodian of records notifies employee by certified mail or personal delivery that material is placed in personnel file. Signature of employee is required.

B. Access to Derogatory Information in File:

Time Frame: Access to derogatory information is

Time Frame Access to derogatory information is restricted for **ten (10) days** after notification to the individual

Procedure/Responsibility Assessment material not subject for public view, except as provided in Item #5.

C. Investigative Issues:

Time Frame Within sixty (60) days after complaint is made. Active investigative issues could extend beyond the sixty (60) days, provided reasonable good faith anticipation exists that an administrative finding will be made in the future.

Procedure/Responsibility Must be reduced in writing and signed by the investigating official. Final disposition is made by the Human Resources Services Department.

D. Bring File into Conformity with F.S. 1012.31:

Time Frame Upon request by employee but no later than June 30, 1984.

Procedure/Responsibility 1983-84 assessments first available for review on July 1, 1985.

E. Assessments:

Time Frame **End of year following year of record.** Assessments prior to July 1, 1983 are not available for public inspection

Procedure/Responsibility 1983-84 assessments first available for review on July 1, 1985

F. Inspection and duplication of Personnel Files:

Time Frame Reasonable times and conditions and under the supervision of the custodian of records or administrative designee.

Procedure/Responsibility

1. Custodian of records or designee supervises inspection
2. Charge per page:
Employee 15 cents
Non-employee 15 cents
3. Extensive duplication shall require a reasonable additional charge for employee's time consumed.

G. Documenting Inspection of Personnel Files:

Time Frame **Immediately upon inspection.**

Procedure/Responsibility It is the responsibility of the custodian of records or his/her designee to place the Individual Access Records Form in the personnel file.

PERSONNEL FILES

F.S. Chapter 1000

Personnel Files – F.S. 1012.31



Public school system employee personnel files shall be maintained according to the following provisions:

- A.
 1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this State, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
 2. No anonymous letters or anonymous materials shall be placed in the personnel file.
- B.
 1. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 2. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period of the school system administration becoming aware of the facts reflected in the materials.
 3. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed.
- C. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:
 1. by certified mail, return receipt requested to his/her address of record; or
 2. by personal delivery to the employee.

The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

The employee shall have the right to answer in writing any such materials in a personnel file on the effective date of this act, as well as any such materials filed thereafter, and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official making the inquiry shall append a written report of his/her findings to the material.

Upon request, the employee or any person designated in writing by the employee shall be permitted to examine the personnel file. The employee shall be permitted, conveniently, to reproduce any materials in the file at a cost no greater than fifteen cents (.15) per page.

The custodian of records shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

- D. Public school system employee personnel files are subject to the provisions of F.S. Chapter 119, except as follows:
 1. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible

investigating official shall be attached to the complaint and the complaint and all such materials shall be opened thereafter to inspection pursuant to F.S. Chapter 119. If the preliminary investigation is concluded with the findings that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection pursuant to F.S. Chapter 119. If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection pursuant to F.S. Chapter 119. For the purpose of this subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within sixty (60) days after the complaint is made.

2. Employee evaluations prepared pursuant to F.S. 321.17(3), 1012.34, 1012.33, or rules adopted by the State Board of Education or a local school board under the authority of said sections, shall be confidential until the end of school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to the effective date of this act shall be made public pursuant to this section.
 3. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to paragraph (2) (c).
 4. The payroll deduction records of the employee shall be confidential.
 5. Employee medical records, including psychiatric and psychological records, shall be confidential; provided, however, at any hearing relative to an employee's competency or performance the hearing officer or panel shall have access to such records.
 6. Notwithstanding other provisions of this subsection, all aspects of each employee's personnel file shall be open to inspection at all times by Board members, the Superintendent and the principal, or their respective designees, in the exercise of their respective duties.
 7. Notwithstanding other provisions of this subsection, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.
- E. The term "personnel file" as used in this section shall mean all records, information, data or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one (1) or more locations.

Complaints Against Teachers and Administrators Procedures – F.S. 1012.796

The complaint and all information obtained pursuant to the investigation by the department shall be **confidential, until the conclusion of the preliminary investigation of the complaint, or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed, the complaint and information shall be open thereafter to inspection pursuant to F.S. Chapter 119. If the preliminary investigation is concluded with the finding that there is probable cause to proceed and a complaint is filed pursuant to subsection (5), the complaint and**

a complaint is filed pursuant to subsection (c), the complaint and information shall be open thereafter to inspection pursuant to F.S. Chapter 119. If the preliminary investigation ceases to be active, the complaint and all such material shall be open thereafter to inspection pursuant to F.S. Chapter 119. For the purpose of this subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future.

- A. Upon request of any employee, such employee's personnel file shall be brought into conformity with F.S. 1012.31, as created by this act. All personnel files shall be brought into conformity with F.S. 1012.31, no later than one year after the effective date of this act.
- B. Each section which is added to F.S. Chapter 1000, by this act is repealed on October 1, 1992, and shall be reviewed by the Legislature pursuant to F.S. 11.61.
- C. This act shall take effect July 1, 1983.

PUBLIC RECORDS

F.S. CHAPTER 119

Inspection and Examination of Records; Exemptions – F.S. 119.07

- A.
 - 1. Every person who has custody of public records shall permit the records to be inspected and examined by any person desiring to do so, at reasonable times, under reasonable conditions and under supervision by the custodian of the records or his/her designee. The custodian shall furnish copies or certified copies of the records upon payment of fees as prescribed by law or if fees are not prescribed by law, upon payment.
 - 2. In the case of records produced under this act when the nature or volume of records is such as to require extensive clerical or supervisory assistance by personnel of the agency involved, the agency may charge, in addition to the actual cost of duplication, a reasonable charge, which shall be based on the actual salary rate of such personnel providing the service.
- B.
 - 1. Any person who has custody of public records and who asserts that an exemption provided in subsection (3) or in general or special law applies to a particular record shall delete or excise from the record only that portion of the record for which an exemption is asserted and shall produce for inspection and examination the remainder of such record.
 - 2. In any action in which an exemption is asserted pursuant to paragraph (e), paragraph (f) or paragraph (g) of subsection (3), the record or records shall be submitted in-camera to the court for a de novo inspection. In the case of an exemption asserted pursuant to paragraph (d) of subsection (3), an in-camera inspection shall be discretionary with the court. If the court finds no basis for the assertion of the exemption, it shall order the records to be closed.
- C.
 - 1. All public records which are presently provided by law to be confidential or which are prohibited from being inspected by the public, whether by general or special law, shall be exempt from the provisions of subsection (1).
 - 2. All public records referred to in F.S. 198.09, 199.22, 1002.22, 257.261, 288.075, 624.319 (3, 4) and 655.057(1)(b), (3, 4) are exempt from the provisions of subsection (1).

3. Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment shall be exempt from the provisions of subsection (1). However, an examinee shall have the right to review his/her own completed examination.
 4. Active criminal intelligence information and active criminal investigative information are exempt from the provisions of subsection (1).
 5. Any information revealing the identify of confidential informants or sources is exempt from the provisions of subsection (1).
 6. Any information revealing surveillance techniques or procedures or personnel is exempt from the provisions of subsection (1).
 7. Any information revealing undercover personnel of any criminal justice agency is exempt from the provisions of subsection (1).
 8. Any criminal intelligence information or criminal investigative information including the photograph, name, address, or other fact or information which reveals the identity of the victim of any sexual battery as defined by F.S. Chapter 874 or child abuse as defined by F.S. Chapter 837 is exempt from the provisions of subsection (1).
 9. Any criminal intelligence information or criminal investigative information which reveals the personal assets of the victim of a crime, or other than property stolen or destroyed during the commission of the crime, is exempt from the provisions of subsection (1).
 10. All criminal intelligence and criminal investigative information received by criminal justice agency prior to January 25, 1979, is exempt from the provisions of subsection (1).
 11. The home addresses, telephone numbers, and photographs of law enforcement personnel; the home addresses, telephone numbers, photographs, and places of employment of spouses and children of law enforcement personnel; and the names and locations of schools attended by the children of law enforcement personnel are exempt from the provisions of subsection (1).
- D. Nothing herein shall be construed to exempt from subsection (1) records made part of a court file and not specifically closed by order of the court except as provided in paragraphs (e), (f) and (g) of subsection (3).
- E. The provisions of this section are not intended to expand or limit the provisions of Rule 3.220, Florida Rules of Criminal Procedure, regarding the right and extent of discovery by the State and defendant in a criminal prosecution.

Penalty – 119.02

Any public official who shall violate the provisions of F.S. 119.07 (1) shall be subject to suspension and removal or impeachment and, in addition, shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 775.082 or F.S. 775.083.

General Personnel Policy Statement

Personnel Files

The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form

information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.

- A. The employee file maintained in the Office of Human Resources Services at a minimum and in addition to assessment material, shall contain records which show conveniently and completely all the information necessary for making required reports to the Commissioner of Education, for administration of District salary schedules; and for auditing of school funds; and any other materials which may be required by law or State Board Rules.
- B. The work-site file may not contain any information which is defined as confidential in F.S. 1012.31, except college transcripts and the current year evaluation.
- C. The personnel file of each employee shall be open to inspection and examined by any person desiring to do so, except for personnel records which are presently provided by law to be confidential and excluded from public inspection unless authorized in writing by the employee or Superintendent.
- D. All aspects of each employee's personnel file shall be open to inspection at all times by Board members, the Superintendent and the principal, or their respective designees, in the exercise of their respective duties; and by the employee or any person designated in writing by the employee.
- E. Examination of any material in a personnel file is subject to the provisions of F.S. 1012.31 and F.S. Chapter 119.
- F. The procedures manual entitled "Personnel File Procedures" is incorporated by reference and is a part of this Board rule. Such procedures manual may be updated by the Superintendent as necessary to insure compliance with applicable law and/or rule.

F.S. 119.011, 119.07(3), 1001.41, 1012.31

PERSONNEL FILES

Individual Access Records

(Public Only)

MEMORANDUM

TO: _____
Custodian of Records Title Date

Work Location

I, _____
Name Position School/Dept.

Hereby request permission to review my personnel file of _____

For the following reason(s) _____

This request is to view records not otherwise excluded from inspection by Florida law. I understand I will be charged fifteen cents per page and extensive duplication shall require a reasonable additional charge for employee's time consumed.

Reviewed in the presence of:

Custodian of Records Date Signature Other Than Employee Date

Employee Date

Copies Made @ 15 Cents Per Copy _____
Agency

RECORDS CUSTODIAN USE ONLY

THE MATERIALS LISTED BELOW ARE **CONFIDENTIAL** WITHIN THE PROVISIONS OF FLORIDA LAW.

The custodian of records must complete check list before providing the file for review:

1. _____ All performance assessments records completed prior to July 1, 1983, were removed from the file prior to providing the file for review.
2. _____ All performance assessment records completed during the preceding school year and current year were removed from the file.
3. _____ The file contains no investigative materials for any investigation still in process, unless the sixty (60) day limit has expired.
4. _____ A copy of any material contained in the file which may be construed as derogatory to the employee, has been provided to the employee at least ten (10) days prior to the date the materials were placed in the file for review.
5. _____ No payroll deduction records are contained in the file.
6. _____ No medical, psychiatric/psychological records are in the file.
7. _____ Transcripts have been removed.

PERSONNEL FILES

Individual Access Records

(Employee Only)

MEMORANDUM

TO: _____
Custodian of Records Title Date

Work Location

I, _____
Name Position School/Dept.

Hereby request permission to review my personnel file for the following reason(s):

_____ and have also authorized _____
Name

to review my personnel file.

This request is to view records not otherwise excluded from inspection by Florida law. I understand I will be charged fifteen cents per page and extensive duplication shall require a reasonable additional charge for employee's time consumed. I understand my file has been brought into compliance under F.S. 1012.31.

Reviewed in the presence of:

_____	_____	_____	_____
Custodian of Records	Date	Signature Other Than Employee	Date
		_____	_____
		Employee	Date

_____ Copies Made @ 15 Cents Per Copy

3590 - PERSONNEL FILE

The Board requires that sufficient records exist to ensure an employee's qualifications for the job held, meeting compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records, constituting a personnel file, will be kept in compliance with F.S. 1012.31.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system, with respect to any of its administrative staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy [8141](#) - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

The Superintendent shall develop guidelines as to what should be included in a

The Superintendent shall develop guidelines as to what should be included in a personnel file. The contents of the personnel files should be consistent from file to file. The District should periodically conduct audits of personnel files to determine whether the contents are consistent with the guidelines.

The related procedures manual is entitled *Personnel File Procedures*.

F.S. 119.011, 119.07, 119.071, 1012.31

Revised 11/16/10

Revised 3/11/14

Revised 10/28/14

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Personnel file

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1590 - PERSONNEL FILE

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its administrative staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

ACCESS TO PERSONNEL FILES

- A. The employee shall have timely access to his/her file upon request.
- B. The complete file is open to:
 1. School Board members
 2. Superintendent
 3. principal
 4. law enforcement personnel involved in a lawful criminal investigation
- C. The limited file is open to anyone who files and signs an appropriate request in accordance with applicable law.

INVESTIGATIONS

- A. A preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future.
- B. A preliminary investigation of a complaint must terminate in any of the following ways:
 1. with a finding that there is no probable cause to proceed further.

A statement to that effect signed by a responsible investigating

official shall be attached to the complaint.

2.

with a finding that there is probable cause to proceed further or with disciplinary action taken or charges filed.

3.

with the investigation ceasing to be active.

An investigation shall be presumed to be inactive if no finding relating to probable cause is made within sixty (60) days after the complaint is made.

* Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the School Board may be entered in the official record file.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

The Superintendent shall develop procedures as to what should be included in a personnel file. The contents of the personnel files should be consistent from file to file. The District shall periodically conduct random audits of personnel files to determine whether the contents are consistent with the procedures.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to his/her file upon request.

F.S. 119.011, 119.07, 119.071, 1012.31

Effective Date: 7/1/05

Revised 1/20/15

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2. with a finding that there is probable cause to proceed further or with disciplinary action taken or charges filed.
3. with the investigation ceasing to be active.

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The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

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A copy of each such entry shall be given to the employee upon request.

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F.S. 119.011, 119.07, 119.071, 1012.31

Effective Date: 7/1/05

Revised 1/20/15

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Personnel file

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4590 - PERSONNEL FILE

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The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its non-instructional staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

ACCESS TO PERSONNEL FILES

- A. The employee shall have timely access to his/her file upon request.
- B. The complete file is open to:
 - 1. School Board members
 - 2. Superintendent
 - 3. principal
 - 4. law enforcement personnel involved in a lawful criminal investigation
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A statement to that effect signed by a responsible investigating

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F.S. 119.011, 119.07, 119.071, 1012.31

Effective Date: 7/1/05

Revised 1/20/15

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FW: CFO Applicant Response

Davis, Brenda

Mon 4/1/2019 1:45 PM

Inbox

To: Zorc, Laura <Laura.Zorc@indianriverschools.org>; Justice, Tiffany <Tiffany.Justice@indianriverschools.org>; Barenborg, Teri <Teri.Barenborg@indianriverschools.org>; Rosario, Jacqueline <Jacqueline.Rosario@indianriverschools.org>; Schiff, Mara <Mara.Schiff@indianriverschools.org>;

Cc: Esplen, Nancy <Nancy.Esplen@indianriverschools.org>;

📎 8 attachments (2 MB)

Deputy Superintendent and Chief Financial Officer.pdf; Assistant-Superintendent-of-Finance-and-Employee-Services.pdf; Karen Russell.pdf; Ronald Fagan.pdf; Krista McByrne.pdf; Andy Antenor.pdf; Daniel Penaranda.pdf; Robert Peters.pdf;

Good Afternoon,

A Board Member requested the information that appears below and attached to this email.

Thank you!

Brenda Davis

Administrative Assistant

Superintendent's Office

School District of Indian River County

Phone: 772-564-3149 Fax: 772-564-3128

brenda.davis@indianriverschools.org



Under Florida's "Public Records" law, absent a specific exclusion, written communications to or from the School District of Indian River County employees are considered public records. E-mail communication with this correspondent may be subject to public and media disclosure upon request.

Confidential records that will become public record at a later date must be requested on or after the date it becomes public.

1. The CFO job description as well as the dates it became open to apply (each time it was posted).
Attached; posted 12/13/18 and 1/30/19
2. The Deputy FO job description.
Attached
3. The pay scale/range for each above.

Assistant Superintendent-\$116,277; Deputy Superintendent needs to be board approved-\$116,277 with a 13% differential above Assistant Superintendent salary

4. The number of applicants since the CFO position has been posted (each time).

12/13/18-27 applicants; 1/30/19-49 applicants

5. The number of applications (in total).

76 total applicants

6. The number of applicants interviewed (in total).

6 applicants

7. The resume and qualifications of each applicant who was interviewed.

Attached

8. The name and website of all newspaper or website in which we posted the CFO position along with the exact dates from which these have been/were posted (I.e. beginning and end dates if an end date is applicable).

SDIRC website, K-12 Job Spot, Indeed (12/19/18-1/22/19) and (1/31/19 to current), Top Schools Job/Education Week (2/11/19 for 30 days), Florida Government Finance Officers Association (FGFOA)-1/28/19 for 60 days

EXPERIENCE QUALIFICATIONS

- More than 20 years of successful financial and administrative experience in education.
- A career history that emphasizes financial analysis and management, and which also includes exposure to law, risk management, human resources, facilities, strategic planning, and information technology.
- Practical experience with successful implementation of technology applications and how they can be harnessed to enhance organizational management.
- Experience in developing and successfully implementing annual operating plans and grants in ways that improve the financial and operational strength of an organization.
- Process thinker capable of understanding and simplifying complex workflows for the purpose of enabling speed, productivity, quality and enhanced job content for staff.

LEADERSHIP QUALITIES

- An effective communicator who provides leadership by understanding complex issues, articulating them cogently to a variety of constituents, and holding people accountable for execution and implementation.
- One who leads by use of a calm and unthreatening temperament, and the ability to facilitate others to arrive at consensus.
- A person with drive, a sense of urgency, and a desire to create and build.
- Demonstrate success and personal/professional commitment to growing/mentoring staff and building cohesive teams.
- Passion for excellence, capable of enabling significant organizational change achieving desired results.
- Uncompromising morals and ethics with personal qualities of integrity, credibility and a commitment to the mission of an organization.
- A result-oriented individual, dependable, welcomes the opportunity to be measured by performance and effective in working independently or as part of a team.

SKILLS AND KNOWLEDGE

- A thorough knowledge of accounting, administrative processes, budgeting and other fiscal/administrative support functions.
- The ability to think in systems terms, thereby assuring the day-to-day business activities support the mission and anticipates future needs.
- Adept at forging relations with a diverse constituency.
- Able to articulate and explain financial issues to stakeholders responsible for making informed and effective strategic decisions.
- Familiarity with physical plant management, including construction, maintenance, and day-to-day operations.

SELECTED EXPERIENCES

- Provided leadership in the development, implementation and monitoring of operating and capital budgets ranging between \$25M and \$450M.
- Negotiated employment contracts with contracted employees, participated in collective bargaining with twelve (12) unions, and implemented an interest-based bargaining process.

DANIEL PEÑARANDA

1780 Fareham Cove, Cordova, TN 38016

(901) 355-4513

dpenaran@gmail.com

EDUCATION

Texas A&M University School of Law

Fort Worth, TX

Juris Doctorate, GPA: 3.4; Journal of Real Property Law, *Technology Editor*

Tulane University, Bachelors of Arts in Economics

New Orleans, LA

EXPERIENCE

Green Dot Public Schools Tennessee

Memphis, TN

Director of Finance and Operations

2015 to Current

- Manage and coach 19 IT, Facilities and Operations staff members across 5 schools serving 2100+ students
- Create and manage a \$29M annual budget while ensuring 100% state and federal compliance accuracy
- Manage and maintain over 600,000 sq. ft. including all facilities operations and maintenance
- Led three 8 week new-school transformations, each including \$500K in facilities and IT renovations
- Sole leader and creator of a \$1.5M RFP to renegotiate, evaluate, and select a critical service vendor
- Led a grant campaign resulting in \$390K+ in 21st CCLC funding while developing and managing robust academic and enrichment after-school programming for nearly 200 middle and high school students
- Responsible for continual contractual legal review of the organization's 50+ vendors and partners
- Collaborate with regional leaders across the country, as member of the Organizational Leadership Team, to share best practices, determine economies of scale within strategic projects and determine organizational goals
- Implemented a new enrollment/re-enrollment platform to streamline customer access and information gathering while ensuring compatibility with state data systems resulting in a 66% decrease in enrollment time

Aurora Collegiate Academy

Memphis, TN

Director of Operations, acting Dean of Students

2014 to 2015

- Administered all operations including managing a staff of 3, conducting trainings, coordinating vendors, obtaining over \$80k in Title I reimbursement and managing all contracts for a school with a \$1.4M budget
- Created a new resource management system resulting in 20% decreased downtime over \$100k in capital assets

FDIC Legal Division, Commercial Litigation Unit

Washington, D.C.

Pathways Law Clerk Intern

Summer 2013

- Created a litigation and communication strategy decreasing liability by 120x on \$20B in exposure
- Researched and drafted memos on relevant law and precedent, specifically FIRREA §1821(d) & (f), leading to the creation of new tools for use in disputed conservatorships or receiverships

CMZ Trading, LLC.

Chicago, IL

Equity Options Trader

2008 to 2011

- Innovated new market surveillance techniques to capitalize on miss-pricing while being the sole party responsible for actively managing risk in a multi-million dollar stock and option portfolio
- Created and delivered theory and simulation based coursework for junior employees focused on complex financial principles that increased the employee advancement timeline by 15%

Head Analyst

2007 to 2008

- Managed financial risk in real-time by forecasting successful hedging strategies during the most successful yearly profits ever recorded by the firm, by a factor of 5 times any prior years' earnings
- Developed transactional data and created financial reports pivotal to the risk positions of 22 traders to ensure compliance while managing a staff of 8-12 employees in mission critical operations
- Managed daily reconciliation of thousands of contracts among dozens of counterparties with 99% lifetime accuracy rate for a \$50 million company with 35+ employees

SELECTED EXPERIENCES (CONT)

- Served on task forces to create three (3) foundations, one at the post-secondary level.
- Lead a no-cost energy audit initiative that resulted in the approval of \$12M of energy performance contracts subject to approved financing.
- Developed fiscal policies, procedures, and handbooks to comply with requirements of annual audit and various government agencies, domestically and internationally.
- Developed and directed the design, installation and start-up of a wide range of MIS projects including payroll, accounting, inventories and budgeting.
- Administered risk management programs including self-insured Health, Dental, Vision and Workers Compensation plan.
- Re-engineered accounting processes to increase efficiency and effectiveness utilizing existing staffing levels.
- Developed/Implemented internal control and risk assessment plans.
- Served as the point person to develop, write and oversee a four-phase RFP for a new Campus Master Plan.
- Served as a member of a steering committee for the implementation of an ERP system.
- As part of three-person team, negotiated a three (3) year, \$80 million sport training contract with a foreign country.
- As a member of an Executive Team, developed a strategic plan for a Community College.
- As a member of Senior Management, participated in the accreditation process for an unaccredited graduate institution that resulted in receiving full accreditation.
- Identified funding for and created visitor parking which had been absent for more than 11 years. Improved overall signage on campus to aid students, staff and visitors.
- Identified and secured nearly \$40K in NYSERDA funding for infrastructure review.

PROFESSIONAL EXPERIENCES

Comptroller/Budget Officer **2014 to 2016**
Town of Schroepfel, Phoenix, NY

A part-time appointed position, directs/manages Financial Reporting, Payroll, Risk Management, Budget Development and Implementation and other Business/Finance support functions.

Chief Financial Officer /Chief Operating Officer **2012 to 2014**
Reading School District, Reading, PA

Provides strategic and operational leadership and day-to-day oversight for Facilities, Safety/Security, IT, Business Affairs, Transportation, Budgeting, Food Services, Athletics, Tax Office and Risk Management, Procurement in support of a District with 18,000 students and a \$220M Operating Budget.

Chief Financial Officer **2007 to 2010**
Springfield Public Schools, Springfield, MA

Working under the direction of a Fiscal Control Board, provided strategic and operational leadership and day-to-day oversight for Business Affairs, Budgeting, Financial Reporting, Payroll, Food Services, Transportation, Procurement, and Copier/Mail Services in support of a district with 25,000 students and a \$300M Operating Budget.

Vice President for Administrative & Financial Services 2005 to 2006
Broome Community College, Binghamton, NY

Managed/directed Fiscal and Business Affairs, Facilities, Human Resources, Campus Safety and Security, IT, Food Services, Grants, Mail Services, Copier Center, Risk Management, Institutional Research and Procurement.

Chief Financial Officer 2000 to 2003
Syracuse City School District, Syracuse, NY

Provided strategic and operational leadership and day-to-day oversight for Fiscal and Business Affairs, including Risk Management, Payroll, Budgeting, MIS, Food Services, Facilities, IT, Procurement, and Facilities in support of a District with 22,500 students and a \$270M Operating Budget.

Controller/Custodian of Funds 1994 to 2000
Mobile County Public Schools, Mobile, AL

Managed and directed Fiscal Affairs, Warehouse Operations, Internal Auditing and Risk Management for Alabama's largest k-12 school system with 66,000 students.

Controller and Chief Administrative Officer 1986 to 1993
Bama Sea Products, Inc., Mobile, AL

Managed/directed Fiscal and Administrative Affairs including Finance, Risk Management, Legal, Inventory, Personnel, MIS, Banking and Benefits Administration for a private \$50 million multi-state corporation.

Vice President for Administration and Finance 1978 to 1985
United States Sports Academy, Mobile, AL

As Vice President of Administration and Finance for an accredited graduate school, responsible for directing and coordinating all Fiscal and Administrative activities including Legal, Banking, Auxiliary and Ancillary Operations, Personnel, Facilities and Cash Management.

Consulting 2003, 2004, 2006, 2007 to 2018

Engagements have included developing internal control and risk assessment plans for the public sector as well as developing corrective action plans in response to external audits while serving as a contracted internal auditor and contracted claims auditor.

Instruction

Taught various accounting and business courses at the secondary and post-secondary level.

EDUCATION:

Rochester Institute of Technology Rochester, New York
M.S. in Business Technology
B.S. in Accounting

AFFILIATIONS:

New York Association of School Business Officers
Central New York Association of School Business Officers
2001 Member of Greater Syracuse Leadership Group
Board Member- Northeast Syracuse Community Center
Past Director -Board for the Resort and Commercial Recreation
Association
Past President - Matthews Part Athletic Association
Past Director - Board for American International Medical Services, Inc.
Past Member of National Association of College and University Business
Officers
Past Member – New York Community College Business Officers
Board Member – Reading Recreation Commission

Andy Antenor

4811 Concordia Lane, Boynton Beach FL

Andy.antenor@financialmanagementexperts.com 754-801-0378

EDUCATION

Master of Business Administration: Majors: Finance and Management - May 2014
Barry University, Miami Shores, FL

Bachelor of sciences in Business administration: Major: Finance, Minor: Spanish - May 2012
Barry University, Miami Shores, FL

PROFESSIONAL EXPERIENCE

Manager of Accounting and Financial Reporting

Health Care District of Palm Beach County, West Palm Beach, FL

May 2018-Present

- Provide day-to-day financial management, including oversight of accounts payable, payroll, general accounting, month end, annual audit and financial reporting functions. Ensure the application of sound accounting principles and practices, demonstrate proficiency in areas related to the general ledger and financial reporting and communicate clearly with all levels of the organization
- Supervise compilation and distribution of the monthly financial statement package.
- Review monthly Finance Committee treasury report.
- Review the monthly account analysis. Review and approve journal entries, ensuring their appropriateness and completeness. Review District trial balances for accuracy and validity.
- Coordinate fund analysis and variance research for programmatic areas. Oversee accounting functions as assigned.
- Conduct payor mix analysis, assist revenue cycle with month end financial report, assist with receivable analysis and allowance calculation
- Negotiate Pricing and Contract language
- Direct the preparation of the Comprehensive Annual Financial Report in compliance with governmental accounting standard board pronouncements and requirements of the Government Finance Officers Association and Certificate of Achievement for Excellence in Financial Reporting program.
- Develop and implement new accounting techniques, procedures, and systems in accordance with GAAP (GASB) and GFOA best practices, including research and training of staff regarding impact of new accounting pronouncements. Consult with the auditors on complex issues and GASB pronouncement implementations.
- Oversee the implementation of technology solutions and business process re-engineering in assigned areas of responsibility. Assist in the preparation and filing of quarterly/annual financial reports
- Work with Revenue Cycle department and third parties for preparation of Medicaid/Medicare cost reports in compliance with established regulatory practices.
- Assist in and oversee the preparation of grant-related financial reports and reimbursement requests for all state/federal grants, including FEMA and Ryan White. Coordinate with auditors during the annual financial audit and interim audit work.
- Develop and enforce policies and procedures for finance operations and safeguards internal controls.
- Assist Director of Accounting with management of the department and serve in a departmental leadership role, collaborating with Director and other members of management in department decisions.

Senior Financial Analyst(Supervisor)

City of Miami Projects and Grants Department, Miami, FL

October 2017- May 2018

- Plan, organize and direct the City's accounting and financial reporting functions, including general accounting for assets, grants management, capital project management, cash management, debt, investments, liabilities, revenue and expenses and the preparation of related financial reports.
- Assist in developing and implementing the City's integrated financial management systems to meet City needs and state and federal requirements and regulations. Perform detailed financial analysis reports and studies. Prepare budget requests and forecasts of city wide revenues and expenses.

- Ensure that all City cash, treasury, capital project, grants, debt, investment, bond proceeds, and accounting activities are performed in accordance with the prescribed accounting and administrative standards and regulations. Compile, analyze and provide data as required by Federal, State and Local Agencies, GAAP, GASB, MSRB, and OMB A-133.
- Responsible for preparation and review of annual and special financial, statistical and forecasting reports (CAFR). Consult with grants, capital projects, cash handling and accounting and administrative personnel of other departments and agencies regarding interpretation of municipal financial, and accounting system practices. Monitor the preparation of financial statements with footnotes, supporting schedules and supplementary data, cash flow analysis, long-term revenue projections, and sources and uses statements.
- Review, analyze and interpret data concerning a variety of financial activities and projects. Provide suggestions for improving departmental financial performance, efficiency and effectiveness. Train, supervise, coordinate and develop the work of subordinate and city staff.

Senior Staff Analyst

**City of Miami Solid Waste Department, Miami, FL
2017**

Jan 2017-October

- Provide relevant monthly, quarterly and annual analytics to support decision making and strategy formulation
- Develop financial models and analyses to support strategic initiatives
- Plan, organize, review, supervise, revise, instruct and participate in the work of a group of subordinate professionals, sub-professional and clerical employees engaged in maintaining budgetary control accounts for department or performing management and training.
- Oversee and manage the continued development of Budgeting, Financial Forecasting, Operating Plan and Modeling tools
- Prepare cost allocation projections and special financial and budget reports to meet the requirements of government funding as well as private sector funding.
- Compile statistical and financial data of past and current practices to prepare or modify budgets, and to justify funds requested.
- Analyze spreadsheets and financial data for the purpose of making financial recommendations which would lead to the efficient use of funds and facilitate short and long-range planning.
- Conduct periodic performance audits which include, but not limited to examining, analyzing and verifying accounting records and financial data.
- Assist in developing and analyzing the grant/department's budget, as well as preparing presentations for City Budget Office, the City Commission, and before various funding sources.
- Participate in the evaluation of work measurement studies, management control, plans of service, fiscal accountability, methods analysis, operational studies, and other elements of management.

Financial Analyst I

City of Miami Projects and Grants Department, Miami, FL

June 2016-Jan 2017

- Analyzed and reconciled financial records and reports, bank records, and monetary transactions. Identify and determine items to be disclosed in financial statements, financial reports, and/or other financial documents.
- Responded to inquiries from internal and external agencies relating to accounting policies and procedures and regulatory accounting requirements.
- Provided routine and thorough analysis, review, and approval of financial documents, reports, schedules, statements, etc. Compile, analyze and provide data as required by Federal, State and Local Agencies, GAAP, GASB, MSRB, and OMB A-133.
- Performed monthly closing of the books as well as the year-end closings, ad hoc and other special reports. Analyzed financial data and prepare various statistical and accounting tables, grants, reports and computerized spreadsheets applications utilizing, but not limited to: Excel, ACCESS, and Oracle.
- Prepared schedules and reports for month/quarter/year end close as well as assist with preparation of the monthly/quarterly/yearly financial reports and schedules per the City's Financial Integrity Ordinance.

Financial Examiner II/ Compliance Officer

State of Florida Office of Financial Regulation, Miami, FL

Feb 2014- May 2016

- Performed analyses, evaluations and audits of reports and records of state-chartered financial institutions; securities firms and agents; investment advisers and representatives; mortgage brokers and lenders; consumer finance companies; motor vehicle finance companies or other industries regulated by the agency; to ensure compliance with statutes. (AML and BSA)
- Performed financial quality control functions of state chartered financial institutions; securities firms and agents; investment advisers and representatives; mortgage brokers and lenders; consumer finance companies; motor vehicle finance companies or other industries regulated by the agency; within and between area offices, including reviewing and evaluating reports of examinations.
- Coordinated the completion of examinations to ensure reports are prepared according to quality control standards.
- Reviewed audited financial statements of state chartered financial institutions, conducted ratio analysis, net worth analysis, analyzed permissible investments to determine financial strength of financial institutions and to ensure compliance with state and federal statutes.

Finance Manager/ Director

Feb 2012-Jan2017

Marie Bella Corp, Miami, FL

- Supervised, coordinated and performed a full range of professional accounting duties associated with all organization accounting and financial reporting functions
- Responsible for budgeting, forecasting and analysis activities including annual budget and periodic reforecasts during the fiscal year.
- Responsible for preparation of monthly budget-to-actual management reports, assist key stakeholders to analyze and explain deviations, ensure recorded values and properly classified and publish monthly results to executive management.
- Help ensure accuracy and consistency of accounting records (e.g., proper coding, classification, accounting treatment, etc.) through analysis of monthly budget-to-actuals.
- Provide relevant monthly, quarterly and annual analytics to support decision making and strategy formulation.
- Oversee and manage the continued development of Budgeting, Financial Forecasting, Operating Plan and Modeling tools
- Implement and work with a Business Intelligence Tool and Dashboard reports
- Improve performance by evaluating processes to drive efficiencies and understand ROI in marketing programs, proforma pricing and growth and cost productivity initiatives.
- Develop financial models and analyses to support strategic initiatives
- Analyze complex financial information and reports to provide accurate and timely financial recommendations to management for decision making purposes
- Supporting Senior Management Team and Departments heads with in-depth analysis

Financial Analyst/Management Consultant

Jan 2011- Feb 2013

AG International Consulting Corp, Pompano Beach, FL

- Developed, aligned and executed real estate strategies to support business requirements, plans and objectives for future real estate needs; translated objectives into real estate strategies, options and solutions.
- Provided Financial Management Expertise to nonprofit and private organizations.
- Analyzed monthly department budgeting and accounting reports to maintain expenditure controls.
- Provided advice and technical assistance with cost analysis, fiscal allocation, and budget preparation.
- Examined budget estimates for completeness, accuracy, and conformance with procedures and regulations.
- Informed investment decisions by analyzing financial information to forecast business, industry, or economic conditions.
- Monitored developments in the fields of industrial technology, business, finance, and economic theory.
- Interpreted data on price, yield, stability, future investment-risk trends, economic influences, and other factors affecting investment programs.

Financial Analyst/ Operations Manager

Jul 2007-Dec 2010

El Gran Nelson Hotel, Santo Domingo, Dominican Republic

- Reviewed financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement.
- Managed staff of 25 people, preparing work schedules and assigning specific duties.
- Directed and coordinate organization's financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Compiled and analyze accounting records and other data to determine the financial resources required to implement a program.
- Performed cost-benefit analyses to compare operating programs, review financial requests, or explore alternative financing methods.
- Interpreted budget directives and establish policies for carrying out directives.

Water Treatment Specialist

Oct 2006- Jun 2007

US Army, Fort Jackson, South Carolina

- Basic combat training.
- Acquired leadership skills and tough discipline.
- Acquired ability to endure tough situation.

Accounting Intern

PISACO, Port-au-Prince, Haiti

May 2005- Aug 2005

- Established tables of accounts and assign entries to proper accounts.
 - Developed, implemented, modified, and documented recordkeeping and accounting systems, making use of current computer technology.
 - Developed, maintained, and analyzed budgets, prepared periodic reports that compare budgeted costs to actual costs.
-

CONSULTING EXPERIENCE

President

Public Management Financial Experts Corp., Margate, FL

2008-Present

- Provide financial management consulting to governmental and nonprofit organizations in United States, Haiti and Latin America in the areas of grants management, budget preparation and analysis, operations management, strategy, vision and leadership. Provide expertise, leadership, management, and principal responsibility for designing, conducting, and managing quality control of various short- and long-term evaluations in different sectors
- Healthcare Financial Management
- Prepare financial analyses, proposals and implementation plans for new programs, and the analyses to changes in existing programs. Prepare and present organizations annual budgets, monthly financial reports to organizations' leadership and quarterly and annual reports
- Direct and oversee financial operations for the organizations, including allocation of resources, forecasting, and implementation of policies and monitoring of activities. Compile, interpret and communicate financial information to various audiences.
- Develop tools and systems to provide critical financial planning, analysis and decision support to Organization leaders.

SKILLS

- MS Word, Excel (advanced Formulas and Pivot tables, VLOOKUP), PowerPoint, Access, SAP, Visual Basics for Applications, Email, SPSS, Minitab, Real System, QuickBooks, Oracle, Hyperion.
- Fluent in English, French, Spanish, Creole.
- Experienced with US Government funded projects.
- Advanced knowledge of GAAP, GASB, FASB and CFR 200, AIDAR, FAR.
- Project Management
- Monitoring and Evaluation

Krista M. McByrne

1980 Tatnall Sq. #201, Vero Beach, FL 32966

Phone: (845) 649-8311

E-mail: kmmcbyrne17@gmail.com

Profile:

- Hardworking candidate for accounting position
- Experience working with financial statements, reconciling accounts, accruals and problem solving
- Strong interpersonal skills used to relate to management and company clients
- Strong work ethic and pride in accomplishments

Education: **Mount Saint Mary College**, Newburgh, NY
Major: MBA Graduated: May 2015
Major: Accounting Graduated: July 2012

Related Courses: Auditing Business Law I, II Financial & Managerial Accounting for MBA's
Federal Income Tax Money and Banking Financial Management

Computer Skills: **Operating Systems:** Windows 7, 8.1, XP, Vista and Mac
Office Software: Microsoft Word, Excel, PowerPoint, Outlook, QuickBooks Pro
Database Systems: Microsoft Access
Other: SunSystems, Vision, iPOS

Work Experience:

- 09/2018 -Present Senior Staff Accountant, Indian River Medical Center Vero Beach, FL**
Under the direction of the Manager of Accounting, carries out assignments of a broad nature while exercising considerable judgment. Performs independent evaluation in the preparation, application and analysis of various accounting techniques and procedures. Prepares reports, journal entries, check requests and makes recommendations for management. Solves unusual problems jointly with manager and has work reviewed for application of sound judgment. May direct efforts of other accounting staff. Will interact independently with other members of the facility concerning financial issues. Emphasis is on monthly and yearly financial reports.
- 03/2017 -07/2018 Staff Accountant, Parabel USA, Inc. Vero Beach, FL**
Manage and maintain company fixed assets and make appropriate depreciation and disposal entries needed. Complete the period end closings in a timely basis by preparing journals for admin accruals, depreciation expenses etc. Manage accounts payable, accounts, invoicing, all financial accounts, bank reconciliation and GL entries. Check and follow up on Opex and Capex related entries with Accounts Payable. Compile all sales tax related data including final submission to state office.
- 11/2015-11/2016 Senior Staff Accountant, C&S Wholesale Grocers Keene, NH**
Complete weekly/monthly management reports in assigned areas (Worker's Compensation, Medical Insurance, General/Auto Liability Insurance, Trucking Insurance). Prepare financial analysis & respond to questions as requested by Operations, Risk Management, and/or Finance Management. Prepare assigned balance sheet reconciliations & propose appropriate adjusting journal entries. Complete assigned month-end & quarter end financial close responsibilities. Present quarter-end results for assigned areas to management. Complete assigned departmental Budget & Forecast responsibilities. Support Supervisor in producing presentations for upper management level audiences. Prepare & issue the weekly P&L.
- 07/2014-11/2015 Staff Accountant, Net-A-Porter Mahwah, NJ**
Complete the period end closings in a timely basis by preparing journals for admin accruals, depreciation expenses etc. Prepare monthly reconciliations for balance sheet accounts. Maintain a complete record for fixed assets. Check and follow up on Opex and Capex related entries with Accounts Payable. Compile all sales tax related data including final submission to state offices. Prepare reports and analysis for various cost centers.
- 06/2013-07/2014 Accounts Payable Coordinator, Net-A-Porter Mahwah, NJ**
Process invoices within agreed timeframes into SunSystems with particular emphasis on inventory related transactions. Investigate quantity/price discrepancies between PO's, merchandise deliveries and invoices.

Undertake supplier statement reconciliations. Liaise with inventory and retail department as well as finance divisions of suppliers. Run and produce monthly reports. Preparation of weekly payment runs and filing. Ad Hoc reports and duties. Handle new vendor set ups. Good understanding of accounting concepts. Proven ability to work under a stringent deadline and an eye for detail and organizational skills.

03/2012-06/2013 Finance Manager, The Ruby Group

Goshen, NY

Manage accounts payable, accounts receivable, invoicing, all financial accounts, bank reconciliation and GL entries. Cash flow projections develop ProFormas and Financial Models to evaluate investments. Process all inbound and outbound financial related documents and maintain accurate records for multiple companies. Provide analysis and insight on financial status of companies and provide executive team with strategic input. Perform financial analysis of investment opportunities. Communicate with customers, vendors, subcontractors, and others to coordinate paperwork that is necessary to promote and support on-going business investments. Update and maintain various databases. Assist field and management staff in getting their responsibilities accomplished and all other general office management tasks.

11/2011- 05/2012 Intern, R.J. Centrello, C.P.A.,

Wappingers Falls, NY

Assist in reconciliation of multiple company financial bank statements. Helped in preparing Federal and State (Ct., Pa., Ca., N.Y., N.J.) annual tax documentation.

Volunteerism: Big Brothers Big Sisters, 2005-2007

Ronald A. Fagan

440 Harley Drive
Jacksonville, Florida 32218
904-881-9088 Telephone
faganr@duvalschools.org

January 30, 2019

Dr. Edwina Suit, PHR, SHRM-CP
School District of Indian River County
6500 57th Street
Vero Beach, Florida 32967

Re: Vacant Assistant Superintendent of Finance and Employee Services

Dear Dr. Suit,

Pursuant the posting for the above position, please accept this document as my letter of interest. Please find attached a copy of my resume and professional references.

Based on my experience and qualifications, I believe I have the skills and knowledge your district is looking for to fill this position. I say this because of the following experience:

- Seventeen years of progressive leadership experiences working in Florida School Finance
- Extensive financial and operational experience for school district finance and operations
- Administrative leadership with Florida Education Finance Program, Budget, Accounting, Treasury and Debt. RFPs, contracts and purchase/delivery agreements
- Strong background in Facilities Capital Outlay funding and Master Planning, performance contracts and purchase/delivery agreements

Please review the attached information and let me know if you have any questions.

Also, please do not contact current employer or references until a mutual interest is established.

Best Regards,

Ronald A. Fagan

Ronald A. Fagan

Florida School Financial Management

Budgeting...Finance...Leadership

Florida Education Finance Program	Federal Programs & Monitoring Compliance
Financial Reporting & Budget Resolutions	School & Division Budgeting
Capital Outlay and Master Planning	Program Management & Oversight
Payroll and Funds Management	Debt & Treasury Management
FTE Surveys and Reporting	COPs and QZAB Financing
Tentative and Final Budget Compliance	Yearend Closeout Compliance
TRIM Compliance and District Summary	Annual Financial Report and Cost Report

Goal-oriented, systematic professional with strong experience in school financial management, budgeting and compliance with Florida Statute, Federal Guidelines and Red Book. Extensive background in FEFP program funding, school and division budgeting, funds management, financial reporting, facilities capital outlay and compliance with Florida Department of Education requirements. Special expertise in capital outlay for COPS and QZAB and master planning developed through detailed knowledge of district demographics and economic factors. A “fast-track” leader who can make an immediate impact.

PROFESSIONAL EXPERIENCE

Duval County Public Schools

2001-Present

Executive Director of Financial Services for a \$1.7B public school district responsible for all aspects of budgeting and funding operations for schools and divisions, payroll, treasury, FEFP calculations, Medicaid claims, categorical fund compliance, funds management, accounting, financial reporting, accounts payable, debt, grants, federal funds, tentative and final budget reporting, TRIM compliance and Annual Financial Reporting. Responsible for FTE surveys, capital outlay planning and execution, COPs & QZAB financing, debt compliance and yearend closeout and compliance reporting. Program management and oversight of categorical funds (SAI, Reading, Instructional Materials, etc.) and federal grants.

Positions with Duval County Public Schools

2001 -2002 Facilities Coordinator

2002-2005 Director of Facilities Fiscal Planning

2005-2009 Executive Director of Business Planning and Project Management Facilities

2009-2017 Executive Director of Financial Planning and Budget

2017-Present Executive Director Financial Services

Ronald A. Fagan

Life of the South Corporation**1998-2000**

Cash & Investments Manager for a \$300M Insurance and third-party administration company. Responsible for investments totaling \$99M, cash management, banking relationships, debentures, investment accounting & reporting, month-end close and management reporting. Established cash flow models for complex administrative contract, implemented portfolio database and Treasury operating policies and procedures.

Crowley American Transport**1995-1998**

Increasingly responsible positions starting as a **Credit Analyst Supervisor** and leading to a **Senior Cost Staff Accountant with a \$900M** international transportation company. Responsible for approving and managing lines of credit, cash management, investments, monthly accruals, management reporting, cost analysis, budgeting, capital expenditure analysis and special projects.

Fortune Insurance Company**1994-1995**

Assistant Treasurer for a \$100M personal injury and property casualty insurance company. Responsible for cash management, investments, investment accounting, accounts payable & receivable and banking. Developed cash flow forecast and treasury controls for multiple business lines.

Uniquist, Inc.**1993-1994**

Manager of Administration/Credit Manager for a \$50M computer software development and manufacturing company. Responsible for accounts receivable management, contract administration, credit, sales agreements, service agreements and customer service and billing.

The Charter Company & New England Petroleum Corporation**1984-1992**

Increasingly responsible positions in corporate Finance and Treasury leading to responsibilities as **Senior Financial Analyst** with a \$5 Billion parent organization. Promoted to **Treasurer and Credit Manager** for their \$800M international petroleum marketing company.

EDUCATION

M.B.A., Business Administration, University of North Florida
B.B.A., Finance and Banking, University of North Florida

Ronald A. Fagan

Professional References

Please Do Not contact the references below OR my Current Employer, DCPS, until a mutual interest is established.

Mike Perrone

Chief Financial Officer Polk County Public Schools
Bartow, Florida
Formerly Chief Financial Officer for Duval County Public Schools
Jacksonville, Florida
Telephone 863-534-0521 Ext 755

Dr. Patrica S. Willis

Former Interim Superintendent Duval County Public Schools
(Formerly Chief of Staff Duval County Public Schools)
Jacksonville, Florida
Telephone 904-208-0960

Vicki Schultz

Chief of Human Resources for Duval County Public Schools
(Formerly Chief of Schools for Duval County Public Schools)
Jacksonville, Florida
Telephone 904-651-4966

Sonita Young

Chief of Staff for Duval County Public Schools
(Formerly Chief of Human Resources for Duval County Public Schools)
Jacksonville, Florida
Telephone 904-403-4619

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree with major course work in administration, accounting, business management, or related field from an accredited educational institution and five (5) years supervisory experience in business, budget, finance, accounting, or educational administration. A CPA Certificate will be considered equivalent to a Master's Degree and will be paid at the supplement value of a Master's Degree.

or

Bachelor's degree in finance, business administration, or related field from an accredited educational institution and seven (7) years successful experience in business, budget, finance, or accounting including (5) five years in a supervisory or administrative position.

- (2) Satisfactory criminal background check and drug screening.
 (3) Valid Florida driver's license.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to establish and maintain a financial investment program. Ability to prepare and administer the District budget. Knowledge of auditing procedures and practices. Ability to communicate effectively, both orally and in writing. Ability to use computer hardware and software. Problem-solving skills. Ability to formulate and implement new business methods and procedures. Ability to prepare concise and comprehensive reports and written correspondence. Skill in financial planning. Ability to select, train, motivate and evaluate staff. Ability to plan, organize and direct the work of subordinates. Analytical, organizational, and managerial skills. Leadership ability. Ability to plan and present information to the public. Ability to use effective public relations skills. Ability to work with diverse groups. Knowledge of group dynamics. Skill in consensus building. Ability to read, interpret and implement the State Board of Education rules, School Board policies and appropriate federal and state statutes. Knowledge of effective practices pertaining to business, purchasing, central distribution,, risk management, and employee benefits.. Knowledge of the Florida Education Finance Program, federal and state statutes, and rules related to school finance. Knowledge of the state and federal legislative processes.

REPORTS TO:

Superintendent

JOB GOAL

To provide administrative leadership, supervision for finance and employee services,, that result in efficient and effective operations in support of the educational program by administering the functions of finance, purchasing, central distribution, risk management, and employee benefits.

ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES (Continued)

SUPERVISES:

Administrative and Support Personnel

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- *(1) Coordinate all business functions of the District.
- *(2) Supervise the management and financial accounting functions of the District.
- *(3) Monitor the financial condition of the District and individual school and department budgets.
- *(4) Seek new revenue sources to enhance the District's overall operations, instructional programs, and capital acquisitions.
- *(5) Develop and implement budgetary controls to ensure that adequate resources are available for planned programs and that expenditures are within budget.
- *(6) Oversee the development, adoption, and implementation of the District budget.
- *(7) Plan, coordinate and oversee the school-based budgeting system for the District.
- *(8) Review departmental and District program budget proposals and advise managers of budget feasibility and availability of funds.
- *(9) Monitor district and school FTE results in relation to the District revenue forecasts.
- *(10) Respond to FTE audit reports jointly with the Assistant Superintendent of Curriculum and Instruction.
- *(11) Provide student projections and cost analysis for the District.
- *(12) Supervise the maintenance of District financial records and the preparation of the annual financial report and program cost reports.
- *(13) Ensure that financial and grant reporting is in compliance with statements issued by the Governmental Accounting Standards Board.
- *(14) Coordinate the audit activities of the District with federal, state and independent auditors and oversee responses to external audit reports.
- *(15) Ensure that audits of internal funds are completed as scheduled and that corrective measures are taken when necessary.
- *(16) Assist in the District's long-term capital outlay planning process and the presentation of the capital improvement plan to the School Board.
- *(17) Assist in the preparation for collective bargaining and participate in the bargaining process.
- *(18) Direct the District's cash management program and supervise the control of cash flow to ensure that adequate funds are available for daily operations and to receive maximum returns on investments.
- *(19) Oversee business services department, data processing services, risk management, employee benefits, purchasing, operation of the warehouse and acquisition and disposition of real property for the School Board.
- *(20) Oversee the Workers' Compensation program.
- *(21) Oversee the District personnel benefits committee.
- *(22) Monitor, evaluate, and recommend health benefits and other employee benefits programs.

ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES (Continued)

- * (23) Oversee the resolution of employee concerns related to health care and insurance.
- * (24) Administer professional service contracts with engineers, architects and attorneys.

Inter/Intra-Agency Communication and Delivery

- * (25) Serve as the District's representative in legislative activities.
- * (26) Convey to the School Board the financial impact of the budget as it relates to District goals and priorities.
- * (27) Ensure that the Superintendent is informed of all matters related to the functions of the finance and employee division.
- * (28) Provide information to the Superintendent and Board on the financial status of the District and the use of resources through sound management practices.
- * (29) Maintain communication with legislators, the Florida Department of Education, and other appropriate organizations and associations regarding the financial impact of proposed legislation on the District.
- * (30) Monitor legislation and inform the Superintendent and staff regarding fiscal impact.
- * (31) Maintain communication with department heads.
- * (32) Interpret the philosophy, programs, and policies of the District to staff and the community.
- * (33) Maintain communication with schools.
- * (34) Maintain liaison with federal, state and local agencies regarding operations of the department.
- * (35) Build working relationships with various community leaders and organizations.
- * (36) Maintain effective community relations and interpret financial matters to the community.
- * (37) Provide oversight and direction for cooperative planning with other agencies.
- * (38) Establish and maintain intergovernmental relations with municipalities and county personnel.

Professional Growth and Improvement

- * (39) Keep abreast of statutory and regulatory requirements and proposed changes in areas of responsibility and advise the Superintendent regarding their impact on the district.
- * (40) Keep informed about current trends in education through attendance at conferences and related training activities.
- * (41) Assist in the development, implementation, and evaluation of staff development activities.
- * (42) Develop and implement a cross-training program for finance and employee services department employees.
- * (43) Participate in training activities which will improve knowledge and skills.

Systemic Functions

- * (44) Facilitate changes which will improve services to schools.
- * (45) Participate in District-wide planning to relate the use of financial and human resources to the District goals and objectives.
- * (46) Assist the Superintendent in organizational analysis and development.
- * (47) Serve as the District's OPPAGA coordinator.
- * (48) Serve as the District's class size coordinator.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
DEPUTY SUPERINTENDENT AND CHIEF FINANCIAL OFFICER
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree from an accredited educational institution and five (5) years of supervisory experience in business, budget, finance, accounting, or educational administration; doctorate degree preferred.
- (2) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Demonstrated knowledge of the Florida Administrative Code. Knowledge of federal rules and regulations governing the operations of the district. Ability to use high level interpersonal skills in order to maintain effective working relationships. Knowledge of Florida's funding mechanisms and budgeting. Strong leadership ability. Ability to establish and maintain an effective financial investment program. Ability to prepare and administer the district budget. Knowledge of auditing procedures and practices. Possess effective financial planning skills. Knowledge of the Florida Education Finance Program, federal and state statutes, and rules related to school finance. Ability to communicate effectively, both orally and in writing. Ability to select, train, motivate and evaluate staff. Ability to plan, organize and direct the work of subordinates. Analytical, organizational, and managerial skills. Knowledge of effective practices pertaining to business, maintenance, transportation, operations, human resources, and curriculum and instruction.

REPORTS TO:

Superintendent

JOB GOAL

Serve as Acting Superintendent in the absence of the Superintendent, assuming all the duties and responsibilities of the Superintendent. Serve as staff advisor to the Superintendent including, but not limited to, keeping him or her informed as to all financial, information systems, facilities, operational, curriculum, and human resources issues. Serve as Chief Financial Officer, providing administrative leadership and supervision for business management activities and advice as to the appropriate use of all district resources. Oversee district audit activities to ensure compliance with law, policy, and applicable regulations in support of educational excellence.

SUPERVISES:

~~Executive Director of Planning & Operations, Executive Director of Finance, and assigned administrative support personnel.~~ Assigned personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Serve as Acting Superintendent in the absence of the Superintendent; in that capacity assumes all the duties and responsibilities of the Superintendent.

Board Approved: 03/11/08

Revised:

DEPUTY SUPERINTENDENT AND CHIEF FINANCIAL OFFICER (Continued)

- * (2) Oversee and direct subordinate functions and monitor progress within divisions and across divisions.
- * (3) Provide advice and counsel to the Superintendent on a broad array of matters pertaining to the district school system as necessary to achieve the most efficient operation.
- * (4) Recommend to the Superintendent and monitor implementation of policies and procedures to achieve the maximum performance of students at schools and for proper attention to their health and safety.
- * (5) Coordinate and facilitate communications with federal, state, county and local agencies.
- * (6) Meet with parents, district officials, community representatives, and the general public to address problems and concerns that involve the District.
- * (7) Assist in the preparation of the School Board agenda, preparing related action items of routine and priority nature, as well as timely reports.
- * (8) Disseminate information, guidance, and policy within the District as needed to accomplish organizational goals and objectives.
- * (9) Represent the Superintendent at various functions and events as designated.
- * (10) Direct and supervise the collection of data, preparation of reports, and conduct of surveys essential to meeting the needs and objectives of the District.
- * (11) Act on the Superintendent's behalf in resolving fiscal, operational and personnel issues.
- * (12) Supervise the management and financial accounting functions of the district; responds to and serves on the District's Audit Committee.
- * (13) Monitor the financial condition of the district and individual school and department budgets.
- * (14) Develop and implement budgetary controls to ensure that adequate resources are available for planned programs and expenditures are within budget.
- * (15) Oversee the development, adoption, and implementation of the district budget.
- * (16) Plan, coordinate and oversee the zero-based budgeting system for the district.
- * (17) Review departmental and district program budget proposals and advise managers of budget feasibility and availability of funds.
- * (18) Monitor district and school FTE results in relation to the district revenue forecasts.
- * (19) Respond to FTE audit reports in coordination with the Assistant Superintendent for Curriculum and Instruction.
- * (20) Provide student projections and cost analysis for the district.
- * (21) Supervise the maintenance of district financial records and the preparation of the annual financial report and program cost reports.
- * (22) Ensure that financial and grant reporting is in compliance with statements issued by the Governmental Accounting Standards Board.
- * (23) Ensure that audits of internal funds are completed as scheduled and that corrective measures are taken as necessary.
- * (24) Assist in the district's long-term capital outlay planning process and the presentation of the capital improvement plan to the School Board.
- * (25) Assist in the preparation for collective bargaining and participate in the bargaining process.
- * (26) Direct the district's cash management program and supervise the control of cash flow to ensure that adequate funds are available for daily operations and to receive maximum returns on investments.

Inter/Intra-Agency Communication and Delivery

- * (27) Coordinate and facilitate communications with federal, state, county and local agencies and stakeholders of the District.

DEPUTY SUPERINTENDENT AND CHIEF FINANCIAL OFFICER (Continued)

- *(28) Serve as the district's representative in legislative activities.
- *(29) Coordinate the audit activities of the district with federal, state and independent auditors and oversee responses to external audit reports.
- *(30) Convey to the School Board the financial impact of the budget as it relates to district goals and priorities.
- *(31) Ensure that the Superintendent is informed of all significant matters related to subordinate programs and activities.
- *(32) Provide information to the Superintendent and Board on the financial status of the district and the use of resources through sound management practices.
- *(33) Maintain communication with legislators, the Florida Department of Education, and other appropriate organizations and associations regarding the financial impact of proposed legislation on the district.
- *(34) Monitor legislation and inform the Superintendent and staff regarding fiscal impact.
- *(35) Interpret the philosophy, programs, and policies of the district to staff, school personnel, and the community.
- *(36) Maintain effective communication with schools and departments.
- *(37) Maintain liaison with federal, state and local agencies regarding operations of the district.
- *(38) Build working relationships with various community leaders and organizations.
- *(39) Maintain effective community relations and interpret financial matters to the community.

Professional Growth and Improvement

- *(40) Keep abreast of statutory and regulatory requirements and proposed changes in areas of responsibility and advise the Superintendent regarding their impact on the district.
- *(41) Keep informed about current trends in education through attendance at conferences, workshops, and related training activities.
- *(42) Assist in the development, implementation, and evaluation of staff development activities.
- *(43) Participate in training activities which will improve professional knowledge and skills.

Systemic Functions

- *(44) Facilitate changes which will improve services to schools.
- *(45) Participate in district-wide planning to relate the use of financial, operational, and human resources to the district goals and objectives.
- *(46) Assist the Superintendent in organizational analysis and development.
- *(47) Serve as the district's OPPAGA coordinator.
- *(48) Serve as the district's class size coordinator.
- *(49) Help establish policies to be implemented in the event of a hurricane or other disaster.
- *(50) Review, recommend and initiate improved methods, policies and procedures for budget preparation, implementation and analysis.
- *(51) Prepare or supervise the preparation of all required reports and the maintenance of all appropriate records pertaining to responsibilities as CFO.
- *(52) Initiate and maintain a system of internal controls to safeguard the assets of the district and provide for accountability for public funds.
- *(53) Coordinate the preparation of the district's legislative priorities and program.
- *(54) Attend Board meetings and provide accurate information as requested; represent the Superintendent in his absence.
- *(55) Participate in the development of the district compensation plans.
- *(56) Participate in various advisory committees.
- *(57) Assist in the development of School Board policies and administrative guidelines.

DEPUTY SUPERINTENDENT AND CHIEF FINANCIAL OFFICER (Continued)

Leadership and Strategic Orientation

- *(58) Serve on the Superintendent's Leadership Council. Assume council leadership in the absence of the Superintendent.
- *(59) Provide leadership for the planning, implementation, and evaluation of business services and other subordinate activities as necessary to support instructional programs and achieve educational excellence.
- *(60) Utilize collaborative planning and shared decision-making with school centers and departments.
- *(61) Coach and mentor subordinates.
- *(62) Perform other tasks and responsibilities as assigned by the Superintendent.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM IA* 250 days worked per year (12 months)

* Special Board approved salary. Effective ~~1 July 2008~~ February 2019, salary will be ~~133~~% above current ~~2007/2008~~2018/2019 Administrative Salary Schedule and will not be adjusted for any subsequent across-the-board salary adjustments made to the Administrative Salary Schedule for ~~2008/2009~~2018/2019. Salary subject to annual review and adjustment thereafter.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CITIZEN INPUT

Citizen Input: Citizens may address issues appropriate for District School Board consideration. Limited agenda time and the need to conduct meetings in an orderly manner require that you adhere to the following Citizen Input Guidelines:

- Please fill out one of these forms for each item you wish to address, and submit the forms to the School Board Chairman prior to the start of the meeting.
- If you wish to speak about an item that is not on the Agenda, you may do so at the beginning of the meeting under Citizen Input.
- If you wish to speak about an item on the Action Agenda, you may do so at the beginning of the action item, as printed on the Action Agenda, or at Citizen Input at the beginning of the meeting, but not at both. Please specify below the specific Action Item alphabetic letter.
- You may speak only once about any given item.
- You will have three (3) minutes to speak.
- School Board Members will not respond to Citizen Input at this meeting.

(School Board Policy 0169.1 Public Participation at Board Meetings)

Please print all information:

Name: _____ **Phone:** _____

Please indicate your preference below by checking the appropriate boxes.

I wish to speak during the Citizen Input portion of the meeting.

Topic: _____

I wish to speak to an Action Item, as printed on the Action Agenda.

The Action Item is: _____ (Please Indicate specific Action Item letter).

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Goals for 2018-2019

Mark J. Rendell, Superintendent

School District of Indian River County

Goal I – Student Success

Every student receives a high quality education that is grounded in high expectations, personalized to meet his/her needs and interests, and backed by the necessary learning supports.

Objectives

- **Objective 1:** All students graduate with the skills necessary for college and career success.
- **Objective 2:** All students receive high quality instruction and rigorous coursework.
- **Objective 3:** All students are provided the supports needed to ensure their academic success.

Measures of Success

1. Increase in Graduation Rate overall and in each subgroup by 2 percentage points
2. Increase in Percent Proficient on standardized assessments in grades K-3 by 2 percentage points
3. Increase in the number of students completing Career Pathways Programs by 2 percentage points
4. Increase in the number of students earning Industry Certifications by 2 percentage points
5. Increase in Percent Proficient on all standardized assessments overall and in each subgroup by 2 percentage points
6. Increase in Learning Gains on all standardized assessments overall and in each subgroup by 2 percentage points
7. Increase in the number of minority students participating in accelerated courses by 5 percentage points
8. Increase in the number of minority students demonstrating success in accelerated courses by 5 percentage points

Goal 2 – Culture & Climate

Staff and students thrive in positive learning and work environments where they feel safe, supported, and celebrated.

Objectives

- **Objective 1: Social and Emotional Support;** Every school fosters a caring and responsive culture to ensure a positive learning environment for staff and students.
- **Objective 2: Physical Safety;** Every school provides a safe and secure learning environment.
- **Objective 3: Celebrate Success;** Every school recognizes and celebrates the accomplishments of students and staff.

Measures of Success

1. Decrease in the amount of students with office discipline referrals (Level 3 and above) by 3 percentage points
2. Decrease in the amount of students with one or more out of school suspensions by 3 percentage points
3. Increase student average daily attendance rate by 2 percentage points
4. Increase the amount of students with an attendance rate of 90% or higher by 2 percentage points
5. Increase the parent satisfaction grade on the climate survey for each school by one letter grade
6. Analyze the results of student survey data on social emotional learning and school climate
7. Analyze the results of staff survey data on social emotional learning and school climate
8. Increase the parent satisfaction grade on the climate survey for the school district by one letter grade
9. Increase the student satisfaction grade on the climate survey for the school district by one letter grade
10. Increase the staff satisfaction grade on the climate survey for the school district by one letter grade
11. Increase the amount of effective or highly effective responses to training feedback surveys by 2 percentage points
12. Increase the amount of schools participating in FL PBIS training by 100%
13. Decrease the amount of initial life safety violations by 3 percentage points
14. Increase the amount of schools scheduling and completing mandatory safety and security drills to 100%
15. Increase the amount of completed work orders for each school and facility to 100%
16. Ensure that each school meets the baseline for the number and type of student recognition ceremonies at each school
17. Ensure that each school meets the baseline number and type of staff recognition ceremonies at each school
18. Increase the amount of student survey responses related to positive recognition by 2 percentage points
19. Increase the amount of staff survey responses related to positive recognition by 2 percentage points

Goal 3 – High Quality Workforce

Employees are at the heart of our students' success, and we will attract, support, and retain a high quality workforce.

Objectives

- **Objective 1: Attracting;** We intentionally recruit and employ highly skilled and motivated individuals for every position.
- **Objective 2: Supporting;** We support all employees with professional learning opportunities to ensure their growth and students' success.
- **Objective 3: Retaining;** We value our employees and are committed to creating working conditions that support their personal well-being and professional success.

Measures of Success

1. Establish compensation and benefits packages that are competitive with like size/surrounding districts (within 2%)
2. Improve the fill rate, measured on Day 1, Survey 2 (Oct), and Survey 3 (Feb) to 100%
3. Increase the amount of minority staff by at least 2 percentage points to reflect student population
4. Increase the amount of instructional staff participating in professional development by 2 percentage points
5. Increase the amount of non-instructional staff participating in professional development by 2 percentage points
6. Increase the amount of training survey responses of always/often - "In-service programs keep me informed of the latest educational strategies " - by 2 percentage points
7. Increase the amount of training survey responses of always/often - "In-service programs are very impactful, somewhat impactful, I want more" - by 2 percentage points
8. Increase the retention rate for first-year employees by 2 percentage points
9. Increase the retention rate for employees with one or more years of service by 2 percentage points
10. Implement "on-boarding protocol" for all new hires
11. Improve staff climate survey responses to question regarding opportunities for advancement (always/often) by 2 percentage points
12. Increase the amount of staff survey responses regarding staff recognition (always/often) by 2 percentage points
13. Analyze the information gathered by employee stay interviews
14. Analyze the information gathered by employee exit interviews

Goal 4 – School Community Relations

The district uses communication and engagement to build awareness and trust, which lead to stronger relationships that benefit student learning.

Objectives

- **Objective 1: Purposeful Communication;** We plan our communications, establish common communication protocols, and frequently share the achievements of our students and staff with our community.
- **Objective 2: Internal Engagement;** We foster engagement with internal stakeholders to build awareness & trust.
- **Objective 3: External Engagement;** We foster engagement with external stakeholders to build awareness & trust.

Measures of Success

1. Analyze the effectiveness of electronic media tools as a method of communication with external stakeholders
2. Increase the amount of responses always/often to the statement - "This school is helpful in letting me know about school events and activities" - on the parent climate survey by 2 percentage points
3. Increase the amount of responses always/often to the statement - "I feel that teachers do their best to include me in matters directly affecting my child's progress in school" - on the parent climate survey by 2 percentage points
4. Host a minimum of 2 Town Hall meetings to improve communication and engage parents and other stakeholders
5. Provide School Board Members and the community with work products generated by committees and work groups
6. Analyze the effectiveness of electronic media tools as a method of communication with internal stakeholders
7. Launch an interactive website and mobile communications application (app)
8. Maintain the support for and awareness of community agencies through Casual for a Cause

Goal 5 – Strategic Partnerships

Building stronger partnerships with all stakeholders in our community is vital to our success.

Objectives

- **Objective 1: Families;** We engage families as the most important partner in the education of our students.
- **Objective 2: Existing Organizations;** We strengthen existing partnerships with organizations in our community and seek out opportunities with other organizations.
- **Objective 3: Individuals;** We embrace and value the contributions of the individuals in our community who volunteer in our schools.

Measures of Success

1. Monitor compliance with state requirements for participation in School Advisory Council Membership
2. Ensure 100% of our schools earn the Florida Departments of Education Five Star School Award
3. Increase the number of parent engagement activities, such as Parent Academies, and maintain records of participation
4. Analyze the effectiveness of electronic media tools as a method of communication with external stakeholders
5. Maintain inventory of all partnerships with community organizations that benefit students and staff
6. Generate new partnerships with community organizations that benefit students and staff
7. Increase the number of students who participate in partnership programs by 2 percentage points
8. Increase the number of hours donated by volunteers at all our schools and buildings by 2 percentage points
9. Ensure 100% of our schools earn the Florida Department of Education Golden School Award
10. Generate additional organized volunteer programs that will benefit students and staff in our schools and buildings

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