



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

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INSPECTOR GENERAL

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MEMORANDUM

TO: Honorable Chair and Members of the School Board
Dr. Donald E. Fennoy, Superintendent
Chair and Members of the Audit Committee

FROM: ^{XLC} Lung Chiu, Inspector General

DATE: 2/12/2020

SUBJECT: OIG Final Report of Investigation
Case #20-0004-I Double Dipping, Promoting Personal Business

Attached, please find a copy of the Palm Beach County School District Office of Inspector General (OIG) Final Report of OIG Case 20-0004-I related to School District Employees Shelia and Edwin Ross.

On August 14, 2019, the Office of Inspector General received a complaint related to employees double dipping, promoting a personal business and not being required to interview for a summer position with the School District.

The OIG determined that the allegations were unsubstantiated.

In accordance with *School Board Policy 1.092 (8)(b)(iv)*, on December 2, 2019, the draft of this investigation was provided to Shelia and Edwin Ross for a response. On January 28, 2020, the OIG received a response from Edwin Ross stating that neither he nor his wife is planning to submit a response to the OIG Draft report.

The report is finalized and will be posted on the Inspector General's website; <https://www.palmbeachschools.org/about-us/reports-and-publications/inspector-general-report-s>.

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OIG FINAL REPORT OF INVESTIGATION
Double Dipping, Promoting Personal Business

INTRODUCTION & SYNOPSIS

On August 14, 2019, the Office of Inspector General (OIG) received a complaint from the Florida Department of Education Office of Inspector General. The following allegations were made:

1. School District employee Shelia Ross is double dipping by receiving two salaries for positions that overlap during the school day. She also performs aftercare work during class time.
2. Shelia Ross and Edwin Ross (her husband), promoted their business to the staff at their respective schools.
3. Shelia Ross did not have to interview for a summer school position.

The OIG conducted an investigation and determined that the above three allegations were unsubstantiated. The investigative conclusions to the allegations will be discussed in detail later in this report.

OIG JURISDICTIONAL AUTHORITY

School Board Policy 1.092 provides for the Inspector General to receive and consider complaints, and conduct, supervise, or coordinate such inquiries, investigations, or reviews, as the Inspector General deems appropriate.

BACKGROUND: INDIVIDUALS & ENTITIES COVERED IN THIS REPORT

Citrus Cove Elementary School

Citrus Cove Elementary School is a public school serving Pre-kindergarten, and Kindergarten through Grade 5. Citrus Cove Elementary is located at 8400 Lawrence Road, Boynton Beach, FL in the School District of Palm Beach County.

The Citrus Cove Aftercare Program offers morning care and aftercare (full and part-time).¹ It operates from 6:30 AM-7:30 AM and 2:00 PM-6:00 PM. Citrus Cove Aftercare Program is a participant of the Quality Improvement System Approach QIS.²

Shelia Ross, Director, School Age Child Care (SACC), and Physical Education Teacher, Citrus Cove Elementary

Mrs. Ross has been a physical education teacher at Citrus Cove Elementary for 28 years. For 21 of her 28 years, she has also served as its SACC Director. Mrs. Ross is the Manager of Fire Express, LLC, DBA East Coast Flames All Stars (a private for profit entity registered in the state

¹ Source of Information: Palm Beach County School District Aftercare Program

² The Palm Beach County Quality Improvement System for afterschool consists of services and supports to increase afterschool program quality

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of Florida). Mrs. Ross is also the President of Ross Enterprises of Palm Beach, Inc., (a private for profit entity registered in the state of Florida) and her husband, Edwin Ross is Vice President.³

Edwin Ross, Physical Education Teacher, Discovery Key Elementary

Edwin Ross has been employed as a physical education teacher at Discovery Key since it opened in 2001. Mr. Ross began his career with the School District of Palm Beach County in 1990. Mr. Ross is the Vice President of Ross Enterprises of Palm Beach, Inc., and a Manager of Fire Express, LLC, DBA East Coast Flames All Stars.

Dr. Natalie Cromwell, Principal, Citrus Cove Elementary

Dr. Cromwell became the principal at Citrus Cove in July 2019. Dr. Cromwell has been an employee with the School District since 2000.

Catherine Lewis, Principal, Discovery Key Elementary

Ms. Lewis has been the principal at Discovery Key for ten years. Ms. Lewis has been with the School District since 1988.

Laura Green, Principal, Crystal Lakes Elementary (Former Principal, Citrus Cove Elementary)

Ms. Green was the principal at Citrus Cove for seven years before becoming principal at Crystal Lakes Elementary in Boynton Beach, FL in July 2019.

Denise Farley, Assistant School Age Child Care (SACC) Director, Citrus Cove Elementary

Ms. Farley has been at Citrus Cove since 1989 and has been the assistant aftercare director for approximately 15 years. Ms. Farley began as a part-time assistant care director, and eventually, became a full-time employee with the School District.

Heather Riley, Secretary, Citrus Cove Elementary

Heather Riley has been with the School District since 2015. Ms. Riley has been the secretary since December 2018. Ms. Riley's previous positions at Citrus Cove included one year as an aftercare counselor and as a bookkeeper.

Steven (Steve) Stark, Physical Education Teacher, Citrus Cove Elementary

Mr. Stark began his career with the School District as a physical education teacher when the school first opened in 1990.

[REDACTED], [REDACTED], [REDACTED]

[REDACTED] has been with the School District since 2012. [REDACTED] is the [REDACTED]. Previously, [REDACTED] was the secretary at Citrus Cove for five years.

³ Source of Information: The Division of Corporations

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Bernadette Standish, Principal, Hagen Road Elementary

Ms. Standish was the former assistant principal at Citrus Cove Elementary. Ms. Standish has been a District employee since 1999 and is the current principal at Hagen Road Elementary.

RELEVANT GOVERNING AUTHORITIES

- Florida Statue 112.313; Standards of conduct for public officers, employees of agencies, and local government attorneys
- Florida Administrative Code 6A-10.081, Principles of Professional Conduct for the Education Profession in Florida
- Florida Commission on Ethics Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees
- School Board Policy 3.02-Code of Ethics
- School Board Policy 8.131-Afterschool Programs
- Collective Bargaining Agreement between the School Board of Palm Beach County, FL and the Palm Beach County Classroom Teachers Association (CTA)
- Internal Accounts Manual, Chapter 8; Cash Disbursements and Checks
- District Elementary Afterschool Programs Operational Manual (8/19)
- District Purchasing Manual (Chapter 13; Consultant Agreement & Chapter 15; Competitive Sealed Bids)

DOCUMENTS REVIEWED

- The Florida Division of Corporations (sunbiz.org)
- Florida Commission on Ethics Opinion #CEO 15-2 (Conflict of Interest: Teacher Selling Shirts and Other Items)
- School District Consultant Agreement Form 1420
- PeopleSoft Employee Wage, Job Information, Time Collection Device (TCD) Data and Position History of Shelia and Edwin Ross
- School District Bookkeepers School Cash Software Program
- School District of Palm Beach Solicitation No. 19C-20K-Promotional /Novelty Items
- District Job Description Job Code 92900 (Afterschool Site Director)
- Shelia Ross and Edwin Ross' Email Records for the 2018/19 school year

CASE INITIATION & INVESTIGATIVE METHODOLOGY

The investigation was initiated after the OIG received a complaint referred by the Florida Department of Education Office of Inspector General in Tallahassee, FL.

During the investigation, the OIG interviewed District employees Shelia Ross and her husband, Edwin Ross, Dr. Natalie Cromwell, Principal, Citrus Cove Elementary, Laura Green, Principal, Crystal Lakes Elementary, and other employees located at Citrus Cove Elementary and Discovery Key Elementary. Bid No. 19C-20K was used as documentation of the paperwork completed by Mrs. Ross as provided to the School District's Purchasing Department. The OIG reviewed relevant

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District policies, purchasing guidelines and procedures. The OIG also reviewed the Florida Commission on Ethics Opinion #CEO 15-2; Conflict of Interest: Teacher Selling Shirts and Other Items.

This investigation was conducted in compliance with the *Quality Standards for Investigations, Principles, and Standards for Offices of Inspector General*, promulgated by the Association of Inspectors General.

INVESTIGATIVE FINDINGS⁴

1. School District employee Shelia Ross is double dipping by receiving two salaries for positions that overlap during the school day. She also performs aftercare work during class time. Allegations Unsubstantiated.

The OIG investigation concluded that the allegation that Shelia Ross is double dipping by receiving two salaries for positions that overlap during the school day was unsubstantiated. The second portion of the allegation that she also performs aftercare work during class time was also deemed unsubstantiated.

The following is a summary of testimony from personnel as indicated:

Shelia Ross, SACC Director, Citrus Cove: Mrs. Ross teaches physical education (P.E.), she also clocks into morning care at 6:30 AM and clocks out at 7:30 AM. In the afternoon, Mrs. Ross typically clocks in at 3:00 PM and out by 6:00-8:00 PM. Mrs. Ross is certain that her time as aftercare director does not interfere with the time that she is to report to meet her students for physical education class. Occasionally, there are times when a parent is late picking up their child from aftercare. Mrs. Ross has five-minutes between classes, and uses that time to get updates from her aftercare staff on tasks that she assigned to them. Mrs. Ross acknowledged that while her mother was dealing with a serious medical condition, she did have personal calls that would be made during her class time, but she would have Mr. Stark cover for her whenever possible. Mrs. Ross also acknowledged due to the personal phone calls, she had to meet with Ms. Green (former principal), and the matter was settled. Mrs. Ross's aftercare staff does come onto the field at times, during her teaching hours to straighten or settle aftercare issues.

Dr. Natalie Cromwell, Principal, Citrus Cove: Dr. Cromwell does not have any issues with Mrs. Ross being where she is required to be for both teaching class and SACC director. Mrs. Ross is considered a support team teacher, which means that technically, she does not have a homeroom, therefore; in the morning, she is to report to her duty post (bus loop) at 7:30 AM. Mrs. Ross's first class starts at 8:30 AM. Dr. Cromwell has no knowledge of Mrs. Ross conducting aftercare work during P.E. time.

⁴ The OIG findings were determined using the standards that appear on the last page of this report.

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Heather Riley, Secretary, Citrus Cove: Ms. Riley has heard Mrs. Ross over the two-way radio discussing aftercare related duties while Mrs. Ross is in her physical education class. Ms. Riley cannot verify whether Mrs. Ross is using her two-way radio during her break.

Denise Farley, Assistant Aftercare Director, Citrus Cove: Ms. Farley did not witness whether or not Mrs. Ross performed any aftercare duties during classroom time. Ms. Farley has witnessed that Mrs. Ross was in attendance for her duties as aftercare director on time, and daily. Ms. Farley has only come onto the field at the start of the first period P.E. class when asked by Mrs. Ross to cover her for a few minutes so that Mr. Stark is not left alone on the field. Ms. Farley has received aftercare related instructions from Mrs. Ross during Mrs. Ross's lunch break, which occurs at 11:30 AM, but not during class.

Steven (Steve) Stark, Physical Education Teacher, Citrus Cove: Mr. Stark states that he has witnessed Mrs. Ross calling her aftercare staff at various times throughout the day. According to Mr. Stark, aftercare staff will come out to the physical education field to ask Mrs. Ross work-related questions. Mr. Stark complained to the previous principal that Mrs. Ross was on her personal cell phone a lot, but his complaint was a matter of student safety. Mr. Stark confirmed that the matter of personal phone use was due to Mrs. Ross's mother being ill at the time. Mr. Stark has witnessed Mrs. Ross's aftercare staff coming onto the field but does not have knowledge of Mrs. Ross's time in aftercare overlapping the time that she is to be on the field for physical education class after she has left morning care.

Laura Green, Principal, Crystal Lakes: Ms. Green did not have any issues with Mrs. Ross's time or her performing her duties as a physical education teacher in addition to her being the aftercare director. Mrs. Ross was where she was required to be and on time. Mrs. Ross's time in aftercare did not overlap her duties as a physical education teacher. Ms. Green did meet with Mrs. Ross regarding numerous personal phone calls. Ms. Green conducted a meeting with Mrs. Ross who explained what was going on at the time, and Ms. Green was sympathetic to the issue but emphasized that personal calls be taken privately. The matter was settled at that point. Ms. Green did not have any other issues/concerns while she was principal at Citrus Cove for seven years.

DOCUMENTATION REVIEWED

The OIG reviewed the Job Description for Site Director (SACC), Job Code 92900 (**Exhibit 1**). The description qualifications specify that the individual be a certified teacher. Mrs. Ross is a Florida Certified Physical Education Teacher. The current certification is valid through June 2023.

Additionally, the OIG reviewed PeopleSoft data to determine the start date for the second position of the aftercare director. PeopleSoft has the position beginning in 2006, which, conflicted with Mrs. Ross's statement that she has been the aftercare director for approximately 25 years. Due to the District instituting PeopleSoft in 2006, for clarification, the OIG contacted Hal Toshek, Human Resources Manager/Employee Information Services. Mr. Toshek was able to verify that Mrs. Ross began her career with the School District as a physical education teacher at Citrus Cove Elementary on August 19, 1991, and as SACC Director on August 1, 1998.

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School District Policy 3.95;

Personnel Authorized to Hold More than One Job with the School Board.

“An employee shall not hold more than one job with the School Board unless dual employment is so approved by the School Board.”

The OIG reviewed both PeopleSoft and BoardDocs to determine if Mrs. Ross’s position as SACC Director was approved by the Board as required by School District Policy 3.95. The archived Board meetings are limited to 2005. PeopleSoft shows the Board approving the additional position in 2007, shortly after the PeopleSoft software installation. Mr. Toshek could not confirm how the approval for the additional positions for employees was handled before PeopleSoft, and could not elaborate on why PeopleSoft shows Board approval in 2007 when employee records show that she began in the director’s position in 1998. The OIG concluded that Mr. Toshek verified the exact dates of employment for each position for Mrs. Ross, which, were before PeopleSoft.

The OIG determined from Principal Cromwell that Citrus Cove has morning and afternoon care for students. The school’s operating hours are from 8:00 AM-2:05 PM, aftercare hours are from 6:30 AM-7:30 AM, and 2:00 PM-6 PM. The OIG reviewed the TCD records for Mrs. Ross for the SACC director position and averaged her time (See Table 1). As verified by Dr. Cromwell, in the morning, Mrs. Ross reports to the bus loop at 7:30 AM until her first-period class begins at 8:30 AM. The table below illustrates the average time that Mrs. Ross is reporting to and leaving morning/aftercare. Table 2 illustrates Mrs. Ross’s assigned locations and the time she is expected to report to each duty location (See Table 2).

AVERAGE TIME⁵

Table 1

<i>Clocking In</i>	<i>Clocking Out</i>
<i>Morning</i>	
6:33 AM	7:39 AM
<i>Afternoon</i>	
3:07 PM	6:27 PM

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⁵ Data Source: PeopleSoft. The averaged time frame from January 2019 to the present.

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Table 2

SCHEDULE

Assigned Location	Duties	Time
Bus Loop	Escort students to the bus loop	7:30 AM-8:30 AM
P.E. Field	First period	8:30 AM
Front Office	Assisting	2 PM-3 PM
SACC Office	SACC Director	3 PM-6 PM

CONCLUSION

Based on testimony, the OIG concluded that and the evidence obtained, the allegation that School District employee Shelia Ross is double dipping by receiving two salaries for positions that overlap during the school day was unsubstantiated. The allegation that she also performs aftercare work during class time was **unsubstantiated**.

2. Shelia Ross and Edwin Ross promoted their business to staff at Citrus Cove Elementary and Discovery Key Elementary. Allegation Unsubstantiated.

The OIG investigation concluded that the allegation that Shelia Ross and Edwin Ross promoted their business to the staff at Citrus Cove Elementary and Discover Key Elementary is unsubstantiated.

The following is a recap of the interviews with staff:

Shelia Ross, SACC Director, and Physical Education Teacher: Mrs. Ross confirmed that she has a cheerleading company, Fire Express, LLC, DBA East Coast Flames All Stars, a cheerleading organization. Mrs. Ross disclosed there are three students from the school that are on her cheerleading team, East Coast Flames All Stars. Mrs. Ross explained that she does not solicit the students at Citrus Cove. The students are known to her from her involvement and time in the community. In addition, Mrs. Ross is also the owner of Ross Enterprises, which specializes in promotional items such as t-shirts, pens, etc. During the interview, Mrs. Ross stressed that she does not sell to co-workers, administration, students or parents at Citrus Cove.

Dr. Natalie Cromwell: Dr. Cromwell acknowledged that she is aware that Mrs. Ross has a business. Dr. Cromwell has not had any disciplinary or performance issues with Mrs. Ross trying to promote or sell anything from her business to anyone at the school including parents, students or teachers.

Heather Riley, Secretary: Ms. Riley is aware that Mrs. Ross has her own business, but does not know the name of the company. Mrs. Ross has never approached her about ordering anything. Ms. Riley stated Mrs. Ross informed her that she could not sell anything to anyone at Citrus Cove.

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Denise Farley, Assistant Aftercare Director: Ms. Farley is aware of Mrs. Ross's business. Ms. Farley and Mrs. Ross communicate outside of Citrus Cove and are a part of the same community. Ms. Farley denies the claim that Mrs. Ross has promoted her business on campus. Mrs. Ross does not promote either the cheerleading business or the t-shirt business to staff, parents, students or the administration at Citrus Cove.

Edwin Ross, Physical Education Teacher, Discovery Key: Edwin Ross is the husband of Shelia Ross. Mr. Ross is the Vice President of Ross Enterprises and East Coast Flames All Stars. It is Mr. Ross's testimony that he has not promoted his business to anyone at the school at which he is employed. Three students from Discovery Key are on the East Coast Flames All Stars cheerleading team, one in third grade, and two in fifth grade. The third-grader is the sister of one of the fifth-grade students. Mr. Ross denies that he solicited the students from the campus of Discovery Key. East Coast Flames All Stars is promoted through "word of mouth" from individuals in his community. Mr. Ross understands that he is not to promote his business on the campus on which is employed.

Catherine Lewis, Principal, Discovery Key: Ms. Lewis is aware that Mr. Ross owns a business, but denies that Mr. Ross has ever tried to promote his business to anyone at Discovery Key. Per Ms. Lewis, Mr. Ross has never tried to sell promotional items from Ross Enterprises to any of the staff, parents, students, or administration at the school. Ms. Lewis has not had any issues with Mr. Ross related to his business.

DOCUMENTATION REVIEWED

The OIG asked the bookkeepers at Citrus Cove and Discovery Key to verify if there have been any invoices paid to Ross Enterprises or Fire Express DBA East Coast Flames All Stars. Mayra Stambaugh, bookkeeper, Discovery Key verified that she checked invoices as well as purchasing card (P-card) transactions for the past year, and did not find any transactions for Ross Enterprises or East Coast Flames. [REDACTED], [REDACTED], Citrus Cove, also verified that she did not have any invoices or P-card transactions for either business. The OIG also reviewed School Cash and did not find any payments made to Ross Enterprises or East Coast Flames at either school.

The Division of Corporations (sunbiz.org) illustrates that Fire Express, LLC is a DBA for East Coast Flames All Stars. According to the Division of Corporations, the DBA was established in August 2019. In addition, Ross Enterprises of Palm Beach, Inc. lists Shelia Ross as president and Edwin Ross as vice president. The purpose for which the corporation is organized is classified as 'retail sales', and was established in 2003.

The OIG obtained the monthly report of consultants for the School District. East Coast Flames All Stars was paid as a consultant in June 2019. The prior payment was received in February 2019 for after school activities/cheer instruction.

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In general, Florida Statute 112.313(3); doing business with ones' Agency states:

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee has a material interest.

Exemptions are as follows:

Florida Statute 112.313(12)(b)(f);

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.

School District Purchasing Manual, Chapter 13 (Revised 9/18);

Employees as Consultants:

Florida Statute 112.313 prohibits an employee, acting in a private capacity, from providing services as a consultant to their agency. Your agency has been defined as your school or the District if you work in a Department or are a substitute teacher. Therefore, most times, an employee may not work as a consultant.

In certain circumstances, employees may be eligible to work as consultants at locations other than their school site when there is no conflict of interest or conflict with Board Policy 3.02-Code of Ethics.

On April 22, 2015, the Florida Commission on Ethics issued opinion #CEO 15-2 on a matter relating to this subject (**Exhibit 2**). The opinion is as follows:

Conflict of Interest, Teacher Selling Shirts and Other Items;

“Thus, the marketing activities you propose to undertake within the District would be allowed if you or your company do not sell to the high school where you are employed, to the District, or other schools within the District. You or your company could sell merchandise to other school districts or schools in other districts. Also, you or your company could sell to customers who pay with their personal funds, without limitation, unless they are students in your classes or in your public charge (or their parents) or if they are persons you supervise or evaluate in your public employment.”

As previously stated, the School District's Purchasing Department is defining “agency” as your school or the District if you work in a Department.

The OIG obtained email exchanges between Purchasing Agent Janet (Jan) Butts, Shelia Ross, and Edwin Ross. During the bid process for Solicitation #19C-20K, Mrs. Ross disclosed that members

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of her family are District employees. Ms. Butts acknowledged receipt of the disclosure (**Exhibit 3**). Ms. Butts required Mr. and Mrs. Ross to acknowledge that they are aware they cannot sell anything to anyone at their school sites.

Payments Received by East Coast Flames All Stars- January 2019-July 2019⁶

Invoice #	Amount
274	\$1,260
275	\$840
276	\$1,050
277	\$1,890
821	\$690
Total: \$5,730.00	

CONCLUSION

The OIG concluded that based on testimony, School District Purchasing Manual, and the ethics opinion by the Florida Commission on Ethics, the allegation that Shelia Ross and Edwin Ross promoted their business to the staff at Citrus Cove Elementary and Discovery Key Elementary is **unsubstantiated**. However, it is being concluded that per Florida Statute 112.313(f), *the total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year*. The contract has exceeded the aggregate amount of \$500 thus far in 2019.

3. Shelia Ross did not have to interview for a summer school position. Allegation Unsubstantiated.

The OIG investigation concluded that the allegation that Mrs. Ross did not have to interview for the summer school position is unsubstantiated.

Shelia Ross, Physical Education Teacher, SACC Director: Mrs. Ross's statement is that she worked at Coral Reef during the summer school⁷ session with Ms. Standish. Ms. Standish was the assistant principal at Citrus Cove. Mrs. Ross worked with Exceptional Student Education (ESE) students with behavioral issues. Mrs. Ross interviewed for the position.

Bernadette Standish, Principal, Hagen Road Elementary: Ms. Standish was an assistant principal at Citrus Cove Elementary. During the summer, Ms. Standish was the site administrator at Coral Reef. Ms. Standish verified there were interviews held after school for the summer school position

⁶ Source of Information: ImageQuest

⁷ Summer school is extended learning time through the summer months. Not to be confused with summer camp.

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that would be hosted at Coral Reef. There was also an interview panel of approximately four individuals. Ms. Standish elaborated that Mrs. Ross went through the same selection process as the other applicants. Mrs. Ross's duties during summer school at Coral Reef were that she helped facilitate with reading and math for ESE students, supervised in the cafeteria and assisted with behavioral issues concerning the ESE students. The summer school session began in June 2019 and ended July 18, 2019.

ADDITIONAL INFORMATION

CTA Agreement, page 90

Qualified employees who have applied for summer school (special session) assignments shall be appointed before hiring any other summer school (special session) employees. This includes the hiring of special contracted services when comparable work is required.

The complaint also suggested that the school's aftercare account be reviewed for possible improprieties. The OIG reviewed the most recent available audit (school year 2018/2019). The results of the audit have been included in this report as well as the response from Ms. Green (former principal) regarding the findings (**Exhibit 4**). The audit found that the Afterschool Program's EZ Care database was not being maintained properly. For example, one student attended the program during September 2017, but the September tuition and registration fees were not posted to the account. The student's account had a credit balance of \$173.64. The student's account was corrected after the completion of the audit fieldwork. Management's response (Principal Laura Green) did not concur with the findings, but did comment that the school is working to ensure mid-month adjustments are being made in a timely manner.

CONCLUSION

In conclusion, the OIG has determined that Mrs. Ross held two positions during summer 2019; summer school at Coral Reef Elementary and summer camp at Benoist Farms Elementary. The complaint specifically alleged Mrs. Ross did not have to apply for the summer school position, which was at Coral Reef Elementary. Ms. Standish verified that panel interviews were conducted, and Mrs. Ross went through the same process as other applicants.

Based on the testimony of Principal Standish, the OIG determined that the allegation Shelia Ross did not have to interview for a summer school position is **unsubstantiated**.

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RECOMMENDATION

The OIG recommends that School District policies not conflict with Florida Statute 112.313 and District policy be reviewed to clarify the conditions under which employees may be allowed to conduct business with the District.

AFFECTED PARTY NOTICE

In accordance with *School Board Policy 1.092 (8)(b)(iv)*, on 12/20/2019, Shelia Ross and Edwin Ross were notified of the investigative findings and provided with an opportunity to submit a written response to these findings. On January 28, 2020, the OIG received a response from Edwin Ross stating that neither he nor his wife is planning to submit a response to the OIG Draft report (**Exhibit 5**).

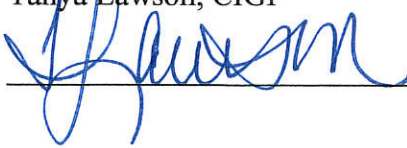
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Investigation Conducted by:

Tanya Lawson, CIGI

 2/12/20
Date

Investigation Supervised by:

Oscar Restrepo, CIGI, Director of Investigations

 2/12/20
Date

Investigation Approved by:

K. Lung Chiu, CIG, Inspector General

 2/12/20
Date

The evidentiary standard used by the School District of Palm Beach County OIG in determining whether the facts and claims asserted in the complaint were proven or disproven is based upon the preponderance of the evidence. Preponderance of the evidence is contrasted with “beyond a reasonable doubt,” which is the more severe test required to convict a criminal and “clear and convincing evidence,” a standard describing proof of a matter established to be substantially more likely than not to be true. OIG investigative findings classified as “substantiated” means there was sufficient evidence to justify a reasonable conclusion that the actions occurred and there was a violation of law, policy, rule, or contract to support the allegation. Investigative findings classified as “unfounded” means sufficient evidence to justify a reasonable conclusion that the actions did not occur and there was no violation of law, policy, rule, or contract to substantiate the allegation. Investigative findings classified as “unsubstantiated” means there was insufficient evidence to justify a reasonable conclusion that the actions did or did not occur and a violation of law, policy, rule, or contract to support the allegation could not be proven or disproven.



TITLE: *SITE DIRECTOR – AFTERSCHOOL*

PURPOSE: The Afterschool Site Director is responsible for developing and implementing the Afterschool program for an assigned elementary school. Position is responsible for proper staffing, daily program management, and fiscal accounting of revenues received.

QUALIFICATIONS:

1. Forty-five (45) semester hours of college credit, with fifteen (15) hours in educational, social and/or humanitarian related studies; OR completion of one (1) of the following qualifiers:
 - a) 120-hour School-Age Certification Course and thirty (30) semester hours of college credit, 15 of which shall be in educational, social and/or humanitarian related studies
 - b) Child Development Associate (CDA) and 30 semester hours of college credit, 15 of which shall be in educational, social and/or humanitarian related studies
 - c) Early Childhood Professional (ECP) and 30 semester hours of college credit, 15 of which shall be in educational, social and/or humanitarian related studies
 - d) Certified Afterschool Educator and 30 semester hours of college credit, 15 of which shall be in educational, social and/or humanitarian related studies
 - e) Florida Child Care Professional (FCCPC) and 30 semester hours of college credit, 15 of which shall be in educational, social and/or humanitarian related studies
 - f) Associate's degree
 - g) Bachelor's degree
 - h) Certified Teacher
2. Three (3) years of documented experience working with children
3. Ability to establish and maintain effective working relationships with students, parents and school staff.
4. Demonstrated ability to work with diverse groups, and effectively communicate, both orally and in writing.
5. Knowledge of current computing technologies and software applications appropriate to the position's job responsibilities.

PERFORMANCE RESPONSIBILITIES

Essential Functions:

1. Develops and implements Afterschool program including flexible staff and program schedule.
2. Responsible for hiring, training, supervising, and evaluating temporary Afterschool personnel.
3. Responsible for financial management of Afterschool program, including collecting fees, receipting funds, preparing financial documents, and monitoring the budget.
4. Oversees the application of Afterschool program discipline codes and maintains discipline policy pursuant to District guidelines.
5. Records behavioral difficulties and prepares incident and accident reports (and respective files) for principal's review.
6. Supervises the storage, disbursement and inventory of materials and supplies.
7. Supervises the maintenance of accurate attendance records.
8. Serves as liaison between school administrators and staff, parents and students.
9. Maintains professionalism regarding school affairs.

Performance Effectiveness Criteria:

In addition to the employee being responsible for each of the performance responsibilities listed herein, annual progress will be assessed with respect to support and achievement of the District Strategic Plan and associated applicable scorecards.

Additional Job Functions:

1. Follows adopted policies and procedures in accordance with School Board priorities.
2. Conducts oneself in the best interests of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
3. Performs other duties as assigned.

New: 10/88
Revised: 09/98, 07/99, 3/02, 04/11, 08/13, 10/16, 12/16, 06/17
Salary Level: M15
FLSA Status: Exempt
Salary Supplement: Per number of children enrolled:
\$1.00/hr. for 100 – 149
\$1.50/hr. for 150 – 199
\$2.00/hr. for 200 – 249
\$2.50/hr. for 250 – 299
\$3.00/hr. for 300 – 349
\$3.50/hr. for 350 – 399
\$4.00/hr. for 400 – 449
\$4.50/hr. for 450 – 499
\$5.00/hr. for 500 or more

Capable of lifting/carrying 20 lbs. and occasionally up to 50 lbs.; some physical activity required.

CEO 15-2—April 22, 2015

20-0004

CONFLICT OF INTEREST

TEACHER SELLING SHIRTS AND OTHER ITEMS



To: *Name withheld at person's request (Riviera Beach)*

SUMMARY:

Sections 112.313(3) and 112.313(7)(a), Florida Statutes, would limit a public school teacher in marketing products offered for sale by a company she co-owns. CEO 92-6, CEO 98-25, CEO 04-17, CEO 10-15, CEO 12-23, and CEO 13-21 are referenced.¹

QUESTION:

Would a prohibited conflict of interest be created if a public school teacher were to sell, through a company she co-owns, shirts and other items inside and outside the school and the school district where she is employed?

Under the circumstances presented, your question is answered as set forth below.

In your letter of inquiry and a subsequent email, you state that you are employed as a teacher at a high school in the Palm Beach County School District. You state that you and your fiancé (also employed as a teacher at the high school) co-own a company that markets monogrammed and embroidered shirts and other items and that your company proposes to offer these products for sale to the District, to the high school, and to individual employees of the high school, as well as to students enrolled in the high school and their parents.

Your scenario implicates Sections 112.313(3), and 112.313(7)(a) Florida Statutes. Section 112.313(3) states:

DOING BUSINESS WITH ONE'S AGENCY.--No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

This provision prohibits, among other things, a public employee or her business from providing goods, services, or realty to her public agency or to any part of her political subdivision.

Absent the applicability of an exemption, this provision would prohibit you or your company from selling to the high school and to the District or any other school within the District.²

However, an exemption in Section 112.313(12)(f), Florida Statutes, regarding transactions of less than \$500 in the aggregate per calendar year, could apply to negate the Section 112.313(3) prohibition if you were to be compensated less than \$500 (in total) for such merchandise during a calendar year. See CEO 98-25. Also, the exemption in Section 112.313(12)(b) could be available if you were to do business (even in excess of \$500) under a system of sealed competitive bidding with the business going to the lowest or best bidder, if you were to meet certain other requirements in that exemption. See CE Form 3A, available at www.ethics.state.fl.us. Note that this process must be sealed competitive bidding rather than an RFP (Request for Proposals), RFQ (Request for Qualifications), or other method of procurement which may at times be referred to as “bidding.”

The proposed sales of your company’s products to students in your classes (or to their parents) implicates Section 112.313(7)(a), Florida Statutes, which provides:

CONFLICTING EMPLOYMENT OR CONTRACTUAL
RELATIONSHIP.-No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . .; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

The first part of Section 112.313(7)(a) would prohibit you from having any employment or contractual relationship with a business entity (e.g., your company) doing business with (selling to) your agency (the high school). CEO 92-6. The second part of Section 112.313(7)(a) would prohibit you from selling to students whom you teach or for whom you have responsibilities, or their parents, because, as the Commission has stated in similar contexts, marketing to students in your classes (or their parents) could undermine your objectivity in your public capacity toward those students. CEO 12-23 and CEO 13-21. You also are prohibited from selling to any school employees whom you may supervise or evaluate. CEO 92-6. The exemptions in Section 112.313(12), Florida Statutes, as explained above, can apply as to your sales to the District, to the high school, or to other parts of the District, to negate conflict under Section 112.313(7)(a).

Thus, the marketing activities you propose to undertake within the District would be allowed if you or your company do not sell to the high school where you are employed, to the District, or to other schools within the District. You or your company could sell merchandise to other school districts or to schools in other districts. Also, you or your company could sell to customers who pay with their personal funds, without limitation, unless they are students in your classes or in your public charge (or their parents) or if they are persons you supervise or evaluate in your public employment.

Your question is answered accordingly.

ORDERED by the State of Florida Commission on Ethics meeting in public session on April 17, 2015, and **RENDERED** this 22nd day of April, 2015.

Linda McKee Robison, *Chair*

^[1]Opinions of the Commission on Ethics may be obtained from its website (www.ethics.state.fl.us).

^[2]We find that your “agency” is the high school and that the District is your political subdivision. CEO 04-17, CEO 10-15, Section 1.01(8), Florida Statutes.



TANYA Lawson <tanya.lawson@pa



Fwd: URGENT: PLEASE RESPOND BY 2/26

1 message

#20-0004

rosspalmbeach@aol.com <rosspalmbeach@aol.com>
To: tanya.lawson@palmbeachschools.org

Mon, Oct 7, 2019 at 1:24 PM

-----Original Message-----

From: Janet Butts <janet.butts@palmbeachschools.org>
To: Shelia Ross <rosspalmbeach@aol.com>
Sent: Tue, Feb 26, 2019 11:39 am
Subject: Re: URGENT: PLEASE RESPOND BY 2/26

Received. Thank you.

Jan Butts

Purchasing Agent III
School District of Palm Beach County
Phone: (561) 434-8213
Fax: (561) 434-8185
janet.butts@palmbeachschools.org



*Live so that when your children think of fairness, caring and integrity, they think of you. ---
H. Jackson Brown, Jr.*

On Tue, Feb 26, 2019 at 11:20 AM Shelia Ross <rosspalmbeach@aol.com> wrote: *6*

Good Morning,

Edwin, Shelia nor Evelyn can sell to any school they are employed at during the duration of contract if awarded bid by the school district.

Edwin Ross

Sent from my iPhone

On Feb 26, 2019, at 10:50 AM, Janet Butts <janet.butts@palmbeachschools.org> wrote: *5*

Edwin, Shelia or Evelyn Ross CAN'T sell to any school that they are employed at during the duration of Bid if awarded.

Please confirm your agreement to this statement.

Jan Butts

Purchasing Agent III
School District of Palm Beach County
Phone: (561) 434-8213
Fax: (561) 434-8185
janet.butts@palmbeachschools.org



*Live so that when your children think of fairness, caring and integrity, they think of you. ---
H. Jackson Brown, Jr.*

On Tue, Feb 26, 2019 at 10:46 AM Shelia Ross <rosspalmbeach@aol.com> wrote: A

Good Morning,

The understanding is clear the Edwin nor Shelia Ross can sell to any school that they are employed at during the duration of Bid if awarded.

Edwin Ross

Sent from my iPhone

On Feb 26, 2019, at 10:20 AM, Janet Butts <janet.butts@palmbeachschools.org> wrote: 3

Please confirm too that those individuals are not permitted to sell to any other school within the School District that they may be employed at during the duration of the contract.

Thanks.

Jan Butts

Purchasing Agent III

School District of Palm Beach County

Phone: (561) 434-8213

Fax: (561) 434-8185

janet.butts@palmbeachschools.org

<image.png>

*Live so that when your children think of fairness, caring and integrity, they think
of you. ---*

H. Jackson Brown, Jr.

On Tue, Feb 26, 2019 at 10:14 AM Shelia Ross <rosspalmbeach@aol.com> wrote: 2

Good Morning,

We do understand that

Shelia Ross :is not to sell to Citrus Cove

Evelyn Ross: Can not sell to any School

Edwin Ross: can not sell to Discovery Key.

Thanks,

Edwin Ross

Sent from my iPhone

On Feb 26, 2019, at 10:04 AM, Janet Butts <janet.butts@palmbeachschools.org> wrote:

Good morning...

We have reviewed your letter regarding your employment at the District.
Please respond to this email confirming you understand the following:

Shelia Ross is not permitted to sell anything to Citrus Cove or any other school she may be employed within the duration of the contract/bid

#19C-20K.

Evelyn Ross is not permitted to see anything to any school.

Edwin Ross is not permitted to sell anything to Discovery Key or any other school he may be employed within the duration of the contract/bid #19C-20K.

Please respond to your agreement to above statements prior to close of business today, February 26, 2019.

Thank you.

Jan Butts
Purchasing Agent III
School District of Palm Beach County
Phone: (561) 434-8213
Fax: (561) 434-8185
janet.butts@palmbeachschools.org
<image.png>

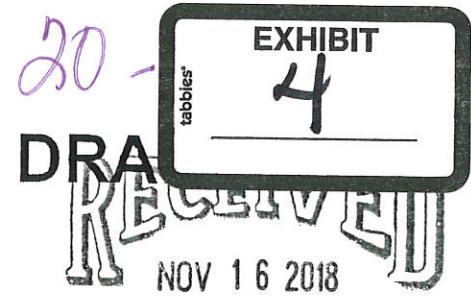
***Live so that when your children think of fairness, caring and integrity, they think of you. ---
H. Jackson Brown, Jr.***

Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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AFTERSCHOOL PROGRAM

INSPECTOR GENERAL

Finding

The review of the Afterschool Program found that the EZ Care database (the Afterschool Program's accounting system) was not accurately maintained. Specifically,

- One student attended the program during September 2017, but the September tuition and registration fees were not posted to the account. As a result, the student's account had a credit balance of \$173.64. Staff made corrections to the student's account after our field work was completed.
- Based on the available Monthly Attendance Reports, a full-time student attended the program during December 2017. However, this student was charged at the part-time rate on the first installment payment for December. As a result, this student was undercharged by \$58.41 in tuition fees were under-collected for December 2017.

Recommendation

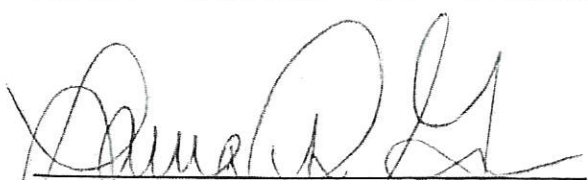
Afterschool Program should be administered in accordance with District's guidelines and *Afterschool Programs Operational Manual*. Specifically, to ensure proper fiscal accountability, Afterschool Program financial transactions should be accurately recorded in the EZ Care database and periodically reconciled to the Internal Funds records. The school should make adjustments to correct the records.

Management's Response

Concur Do Not Concur Target Completion Date _____

Corrective Actions / Comments We are working to ensure the mid month adjustments are entered in a timely manner.

Additional Comments: see attached


Principal's Signature

11/16/18
Date

Internal Accounts
Audit

1/3
μ

20-0004

Item A: Student joined aftercare on Sept. 20, 2018 and paid registration fee (\$25) and half of the month of September in the amount of \$148.64. This amount was not posted on the student's account and resulted in a credit of \$173.64. After the finding, the account was charged the appropriate amount of \$173.64 and the account balance was \$0.

Item B: In December 2017, the parent paid a part time fee, but was actually signing out as a full time student. The error was adjusted and her status was posted as a full time student for December 2017. We were working the family during financial hardships over several months and the parent paid the fee in full. The rate was not originally input into the accounting system accurately; however, the student now has a zero balance.

2/3

r

Citrus Cove Elementary School
Management Letter
Year Ended June 30, 2017

DRAFT

20-0004


- To ensure proper fiscal accountability, Afterschool Program financial transactions should be accurately recorded in the EZ Care database and periodically reconciled to the Internal Funds records. The school should make adjustments to correct the records.

Management's Response

X Concur ___ Do Not Concur Target Completion Date ___

Corrective Actions / Comments Reviewed with Afterschool staff and will monitor all forms on a regular basis.

Additional Comments: _____


Principal's Signature

January 8, 2018
Date

3/3



TANYA Lawson <tanya.lawson@palmbeachschools.org>

Follow-up for Response

4 messages

#20-0004-I

TANYA Lawson <tanya.lawson@palmbeachschools.org>

Tue, Jan 28, 2020 at 8:33 AM

To: Shelia Ross <shelia.ross@palmbeachschools.org>, Edwin Ross <edwin.ross@palmbeachschools.org>

Good morning,

Please advise if you plan on submitting a written response to the OIG Draft report that was emailed to you on December 20, 2019.

Thank you,
Tanya M. Lawson, Investigator
Office of Inspector General
561-434-8511, PX 48511

Edwin Ross <edwin.ross@palmbeachschools.org>

Tue, Jan 28, 2020 at 10:30 AM

To: TANYA Lawson <tanya.lawson@palmbeachschools.org>

Good Morning,

No we are not planning to submit anything.

Thanks

[Quoted text hidden]

Edwin Ross <edwin.ross@palmbeachschools.org>

Tue, Jan 28, 2020 at 10:30 AM

To: tanya.lawson@palmbeachschools.org

Your message

To: Edwin Ross
Subject: Follow-up for Response
Sent: 1/28/20, 8:33:33 AM EST

was read on 1/28/20, 10:30:51 AM EST

TANYA Lawson <tanya.lawson@palmbeachschools.org>

Tue, Jan 28, 2020 at 11:17 AM

To: Edwin Ross <edwin.ross@palmbeachschools.org>

Ok, thank you.
Tanya M. Lawson, Investigator
Office of Inspector General
561-434-8511, PX 48511

[Quoted text hidden]