



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

OFFICE OF INSPECTOR GENERAL
3318 FOREST HILL BLVD., C-306
WEST PALM BEACH, FL 33406
(561) 434-7335 FAX: (561) 434-8652
www.palmbeachschools.org
Hotline: 855-561-1010

TERESA MICHAEL, CIG, CIGI, CFE
INSPECTOR GENERAL

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MEMORANDUM

TO: Honorable Chair and Members of the School Board
Michael J. Burke, Superintendent
Chair and Members of the Audit Committee

FROM: Teresa Michael, Inspector General *TM*

DATE: October 4, 2021

SUBJECT: Transmittal of Final Investigative Report:
19-0003/Misappropriated Athletic Supplements

Attached please find a copy of the Palm Beach County School District Office of Inspector General (OIG) Final Report of OIG Case 19-0003. On February 25, 2019*, the School District of Palm Beach County OIG received a complaint from Olympic Heights Community High School Principal Kelly Burke alleging Misappropriated Athletic Supplements by Athletic Director Cindy Lucia.

The OIG investigation concluded the allegation was **substantiated**.

The findings of this report were referred to the Office of Professional Standards for action deemed appropriate.

*This investigation was referred to School Police on June 19, 2019, for a criminal investigation. The OIG's investigation was placed on hold until a conclusion to the criminal complaint could be resolved. On June 15, 2021, the State Attorney filed charges against Lucia, and on June 18, 2021, she turned herself into the Palm Beach County Sheriff's Office. Lucia was released on bond pending a trial.



Michael Burke
Superintendent

SCHOOL DISTRICT OF PALM BEACH
COUNTY
OFFICE OF INSPECTOR GENERAL



Teresa Michael
Inspector General

INVESTIGATIVE REPORT

Case Number:

19-0003

Date of Complaint:

2/25/19

Complainant:

Kelly Burke, Principal, Olympic Heights Community High School

Subject:

Cindy A. Lucia, Athletic Director

Witnesses:

Stephanie Bachar, English Teacher/Head Swimming Coach
Kelly Burke, Principal
James Cappello, Assistant Behavioral Needs/Head Swimming Coach
Frank D'Annunzio, Assistant Principal
Kelsey Jacobs, Athletic Trainer, Fyzical Therapy and Balance Centers
David Keithley, English Teacher/Assistant Athletic Director
Carlton Leevy Mears, III, Social Science Teacher/Head Wrestling Coach
Joseph Roberts, Crisis Intervention Teacher/Head Weightlifting Coach
Micah Stucky, Physical Education (P.E.) Teacher/Conditioning and Strengthening Coach

Type of Report:

FINAL

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.

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

INTRODUCTION

Olympic Heights Community High School is located at 20101 Lyons Road, Boca Raton, FL 33434 in Palm Beach County, Florida. The principal is Kelly Burke.

BACKGROUND

On March 5, 2019, Principal Kelly Burke notified the OIG of possible issues with Athletic Director Cindy Lucia regarding supplements¹. Specifically, Ms. Burke alleged that Ms. Lucia misappropriated athletic supplements for duties not performed.

ALLEGATION²

Allegation: Olympic Heights Community High School Athletic Director Cindy Lucia misappropriated athletic supplements for duties not performed. Substantiated.

GOVERNING DIRECTIVES

- Florida Administrative Code 6A-19.004 Interscholastic, Intercollegiate, Club and Intramural Athletics
- Florida Statute §1012.28 Public School Personnel; Duties of School Principals
- School Board Policy 3.02, Code of Ethics
- Classroom Teachers Association Agreement 2022
- MaxPreps (source for high school athletic rankings, filings, etc.)
- Bookkeeper's School Cash
- Contract Between the School Board of Palm Beach County and Gold Coast Physical Therapy, LLC DBA Fyzical Therapy and Balance Centers
- School District Bulletin #P-14495-CLS/K12C, Guidelines for Club and Sports Supplements
- National Athletic Trainers Association Manual

ALLEGATION: EVIDENCE & TESTIMONY

Allegation: Olympic Heights Community High School Athletic Director Cindy Lucia misappropriated athletic supplements for duties not performed.

Testimony of Principal Kelly Burke

On March 12, 2019, the OIG conducted an interview with Ms. Burke. Ms. Burke stated she began as principal at Olympic Heights in 2018. Per Ms. Burke, her secretary Maureen Lehan brought it to her attention that one of the athletic supplements being utilized was for gender equity³. Ms. Burke stated Ms. Lucia was listed as the assistant girls junior varsity soccer coach and Assistant Director David (Dave) Keithley was listed as an assistant girls weightlifting coach. Ms. Burke stated she had a list of coaches for each sport, and neither Ms. Lucia nor Mr. Keithley had been coaches for the sports indicated. At that point, Ms. Burke asked Ms. Lehan to give her the athletic

¹ The specific supplements in question during this investigation are athletic supplements.

² The OIG findings were determined using the standards that appear on the signature page at the end of this report.

³ Gender equity supplements are supplements that are utilized for female sports.

supplement list that was completed in the fall of 2018 by Cindy Lucia. Ms. Burke stated after reviewing the supplement request list, she discovered that Ms. Lucia did not coach girls tennis or girls swimming as indicated on the supplement request document that was provided by Ms. Lucia. Ms. Burke stated to her knowledge, there was no assistant for tennis. Frank D'Annunzio (assistant principal) previously assisted the tennis coach and not Ms. Lucia.

To Ms. Burke's knowledge, the athletic supplements in question are girls tennis, girls swimming, and girls junior varsity soccer and wrestling. Ms. Burke stated the tennis season overlaps the softball season which Ms. Lucia coaches; which she cannot coach two different sports at the same time. Ms. Burke stated Ms. Lucia attempted to put Mr. Keithley in as the girls weightlifting coach, but ultimately, Ms. Burke denied the request for both Ms. Lucia and Mr. Keithley. Ms. Burke stated Joe Roberts is the only coach for weightlifting and he does not have an assistant. Ms. Burke added that the only sport that Ms. Lucia legitimately coaches is softball.

Testimony of Former Principal David Clark

On March 12, 2019, the OIG conducted a telephone interview with former Principal David Clark. Mr. Clark stated he was the principal at the school for seven years, but left at end of the 2018 school year for personal reasons. Per Mr. Clark, he was not involved with the supplements and trusted Athletic Director Cindy Lucia with directing the athletic supplements. Mr. Clark stated that he did not review the assignment of athletic supplements that Ms. Lucia submitted. Mr. Clark stated that his secretary Maureen Lehan received the supplement request list that was submitted by Ms. Lucia, and Ms. Lehan would then input the information into PeopleSoft. Mr. Clark never reviewed the information. Mr. Clark stated he was not aware of any issues with the athletic supplements during his time as principal.

Testimony of Assistant Principal Frank D'Annunzio

On March 12, 2019, the OIG conducted an interview with Frank D'Annunzio. Mr. D'Annunzio stated he was athletic director previously at the school, and currently oversees the program in his official capacity of assistant principal. Mr. D'Annunzio stated athletic supplements are assigned by Athletic Director Cindy Lucia. Ms. Lucia then provides the assignment of supplements to Ms. Lehan, who then inputs the information into PeopleSoft. Mr. D'Annunzio stated varsity softball is the only sport that Ms. Lucia coaches.

Mr. D'Annunzio stated Ms. Lucia had been receiving supplements for sports she did not coach. Mr. D'Annunzio stated Ms. Lucia did not coach nor perform any work for the tennis team, junior varsity soccer team, girls wrestling team, or the swim team. For example, one of the science teachers receives a supplement for driving the swim team. The teacher performs a service and therefore, receives a supplement specific to the team being assisted.

In addition, Mr. D'Annunzio indicated that Ms. Lucia receives \$562 as an athletic trainer (also listed as sports medicine). Athletic training is being provided by Gold Coast Physical Therapy Associates, LLC DBA Fyzical Therapy and Balance Centers. The District has a contract with the company (**Exhibit 1**), and they provide a Florida-certified athletic trainer. Mr. D'Annunzio discovered that Head Weightlifting Coach Joseph (Joe) Roberts was being paid \$2,022 as the head

coach, but Assistant Athletic Director Dave Keithley was assigned a supplement as an assistant coach for girls weightlifting for \$2,625 (**Exhibit 2**). Mr. D'Annunzio shared that if there is a supplement set aside specifically for female sports, it may be utilized as a gender equity supplement as long as it serves the purpose of gender equality. It is to Mr. D'Annunzio's knowledge that Mr. Keithley never performed any duties for the girls weightlifting team.

Mr. D'Annunzio stated Ms. Lucia goes to some of the sporting events, but only in the capacity of athletic director, and not as an assistant coach. Supervising at events is a part of her duties as an athletic director and she already receives a supplement for being the athletic director.

Mr. D'Annunzio stated Ms. Lucia received a supplement for being the head coach of the girls wrestling team for \$3,275 (**Exhibit 2, page 4**), but she has never been a wrestling coach. Mr. D'Annunzio stated the head coach for wrestling is Carlton Mears, who coaches both the boys and girls teams.

Testimony of Joseph (Joe) Roberts, Crisis Intervention Teacher/Girls Weightlifting Coach

On March 12, 2019, the OIG conducted an interview with Joseph Roberts. Mr. Roberts stated he is the girls' varsity weightlifting coach. Mr. Roberts stated he receives a supplement as the girls weightlifting coach and has never had any assistant coaches. Mr. Roberts stated it would be a surprise to him if anyone received a supplement as his assistant since he has never had an assistant. Mr. Roberts stated that in all of his four years at Olympic Heights, he has never had an assistant.

Mr. Roberts stated he supervises at the baseball games when there needs to be a member of the administration on duty. Mr. Roberts receives \$65 per night when he has supervised regardless of the sport. Mr. Roberts statement is that the supplements are submitted by Ms. Lucia. Mr. Roberts stated most of the time, Ms. Lucia is not on campus, and that's why he gets a supplement to supervise instead of Ms. Lucia. Mr. Roberts stated if Ms. Lucia happens to be on campus, she is in her office, and not assisting the teams.

Mr. Roberts stated Micah Stucky wanted to be his assistant for the girls weightlifting team but to his understanding, Ms. Lucia informed Mr. Stucky that he could not be his assistant because there was no money for an assistant. Mr. Roberts stated he followed up with Ms. Lucia to confirm what had been told to him by Mr. Stucky, and he was told by Ms. Lucia that a gender equity supplement could not be used. Mr. Roberts stated he did not push the issue with Ms. Lucia.

Mr. Roberts stated he has always performed duties for the supplements that he has received.

Testimony of Micah Stucky, P.E. Teacher/Boys Weightlifting Coach

On March 12, 2019, the OIG conducted an interview with Micah Stucky. Mr. Stucky stated he receives a supplement for boys weightlifting at Olympic Heights. Mr. Stucky stated he also does weightlifting and conditioning for Olympic Heights' wrestling team, football team, basketball team, softball team, and to a degree, the track team. Mr. Stucky acknowledged that he does receive supplements for his activities.

Per Mr. Stucky, Ms. Lucia told him that Mr. Roberts (girls weightlifting coach) did not want to have an assistant. Mr. Stucky stated he later found out by speaking directly to Mr. Roberts that Mr.

Roberts would have loved to have an assistant for the girls weightlifting team, and did not understand why it could not happen.

Mr. Stucky stated he was informed by an athletic director at Atlantic High School that it was funny that he was told there is no money as the girls weightlifting coach because that's what gender equity funds are used for. Mr. Stucky stated he did not approach Ms. Lucia about the gender equity supplement.

Mr. Stucky stated he does not have any assistants in weightlifting or with strengthening and conditioning.

Mr. Stucky stated to his knowledge, the only sport that Ms. Lucia coaches is softball.

Testimony of Carlton Levi Mears III, P.E. Teacher/Head Wrestling Coach

On April 9, 2019, the OIG conducted an interview with Carlton Mears. Mr. Mears stated for wrestling, there is junior varsity and a varsity team for a total of 32 students. Mr. Mears stated his assistants are Olympic Heights employees Micah Stucky for strength and conditioning, Troy Jaffy, and unpaid volunteer Matt Jonchuck. Mr. Mears stated Ms. Lucia has never assisted him with the wrestling team.

Mr. Mears stated with wrestling, there is no real distinction between junior varsity and varsity, it's all one team, and is considered "co-ed". Mr. Mears stated the girls wrestling team has not been sanctioned by the Florida High School Athletic Association (FHSAA), which regulates high school sports for the State of Florida.

Mr. Mears stated the wrestling team has a zero budget every year and has never received funding from the athletic program. Mr. Mears stated the team has to fundraise to bring in money for the team. Additionally, Mr. Mears stated that he would constantly try to bring up new ideas for the wrestling team, but would constantly be told by Ms. Lucia that Mr. Clark (former principal) would not like that idea. Moreover, Mr. Mears recalled a wrestling event at the school where the school's band was performing and Ms. Lucia made the band leave and told them they had to pay to come back in.

Mr. Mears added that Ms. Lucia has taken the lockbox from the wrestling events without him being able to count the money, and when questioned, Ms. Lucia told him that she had already deposited the money from the wrestling events. Mr. Mears acknowledged this has not happened this current school year because they now have numbered tickets that are given to each attendee to compare ticket sales versus the money collected from the wrestling events.

Testimony of James (Jim) Cappello, Behavioral Asst. /Physical Needs Assistant I/Boys Head Swimming Coach

Swimming

On March 12, 2019, the OIG conducted an interview with James Cappello. Mr. Cappello stated he is certified to drive a school bus and drives the swim team to and from swim practice⁴. Mr. Cappello stated he receives a supplement of approximately \$3,200 as the boys head swimming coach for performing driving and other related duties. Mr. Cappello stated the girls head swimming coach is Stephanie Bachar, and she does not have any other assistants. Mr. Cappello stated to the best of his knowledge, no one else is eligible to receive a supplement as an assistant. Ms. Lucia does not assist the team.

Soccer

Mr. Cappello stated he is the head coach for the girls soccer team and his assistants are District employees Carleigh Hoelzel, Samantha Fury (junior varsity coach), and Mr. Cappello's daughter, who is an unpaid volunteer. Mr. Cappello stated he does not have any other assistants. Mr. Cappello stated other than her regular duties as an athletic director, Ms. Lucia does not perform any duties as an assistant for the soccer team.

Tennis

Mr. Cappello stated he is also the head coach of the tennis team, which consists of both boys and girls. Mr. Cappello stated he was asked by Ms. Lucia to take over both the boys and the girls after there were issues with the previous tennis coach. Mr. Cappello stated he does not have any assistants for the tennis team. Mr. Cappello stated the team practices at the school, and Ms. Lucia does not assist him but has collected any paperwork that he has had.

Testimony of Stephanie Bachar, English Teacher/Head Swimming Coach

On April 9, 2019, the OIG conducted an interview with English Language Arts (ELA) teacher Stephanie Bachar. Ms. Bachar stated she is the head coach for the co-ed swim team. Ms. Bachar stated her only assistant is Jim Cappello. Ms. Bachar stated that Mr. Cappello drives the bus and assists her with swim practice, and with ordering different supplies that the team needs.

Ms. Bachar stated in her first year, 2017, she received gender equity pay as an assistant coach and received the same supplement amount as the head coach because there were two female coaches'. Ms. Bachar stated she was told by Ms. Lucia that it could be done. Ms. Bachar stated she never questioned the supplement.

Ms. Bachar stated technically, there has never been a junior varsity swim team, only a varsity team. Ms. Bachar stated some of the players did not participate at a varsity level so, instead of cutting

⁴ Source: Florida Driver Motor Vehicle (DMV); DMV check illustrated that Cappello's license is valid and with a Class B endorsement which allows the licensee to drive commercial vehicles that weighs over 20, 0001 pounds.

students from the swim team, unofficially those players are considered “junior varsity.” Ms. Bachar stated she was concerned about the junior varsity swimmers not participating in swim meets and discussed her concerns with Ms. Lucia, and it was Ms. Lucia’s idea to deem the players as “junior varsity” to keep them on the team. Ms. Bachar recalled one instance that Ms. Lucia came out to swim practice approximately one year ago because there was an issue with a parent being aggressive. Ms. Lucia was there in her official capacity as athletic director to prevent a possible hostile situation.

Testimony of Maureen Lehan, Administrative Assistant

On March 12, 2019, the OIG conducted an interview with Administrative Assistant Maureen Lehan. Ms. Lehan stated she has been at the school for five years. Ms. Lehan stated that at the beginning of each school year, she receives a supplement list from Ms. Lucia assigning various staff members to specific supplements. Ms. Lehan enters the supplement information into PeopleSoft.

Ms. Lehan stated she noticed that the supplement amount listed for Head Weightlifting Coach Joseph Roberts was \$2,022 and the amount for the assistant weightlifting coach’s position was \$2,625. The supplement was going to Assistant Athletic Director David (Dave) Keithley. Ms. Lehan stated she took the matter to the principal. Principal Burke requested the supplement documentation be retrieved for her to review. Ms. Lehan stated gender equity was utilized as a supplement for Mr. Keithley. To Ms. Lehan’s recollection, former Principal David Clark never questioned the supplements and the duties and responsibilities necessary to receive a supplement.

Ms. Lehan stated Ms. Lucia sponsors one club, the sports medicine club (AKA athletic trainer) which is paid out at the end of each school year. Ms. Lehan stated the club should meet at least once per month and the students are required to sign in (**Exhibit 3**). Ms. Lehan stated she has not seen a sign-in sheet for the sports medicine club for Ms. Lucia. Ms. Lehan stated that Ms. Lucia informed her that she is available to meet with students during the day if needed, but nothing was provided to demonstrate Ms. Lucia conducted meetings at the school for the sports medicine supplement.

Testimony of Kelsey Jacobs, Athletic Trainer, Fyzical Therapy and Balance Centers

On April 16, 2019, the OIG conducted a telephone interview with Kelsey Jacobs who is currently on maternity leave. Ms. Jacobs stated she is a certified athletic trainer and works for, Gold Coast Physical Therapy, LLC DBA Fyzical Therapy, and Balance Centers. The company has a contract with the School District. Ms. Jacobs verified that she receives her salary from Fyzical Therapy and Balance Centers. Ms. Jacobs stated she teaches students how to tape injuries. Ms. Jacobs stated she attends the at-home football, basketball, volleyball, soccer, tennis, softball, baseball, and flag football games in case there are injuries, she is there to provide aid to the student. Ms. Jacobs stated on average, she is at Olympic Heights daily from 2:45 PM until 6 PM. When there are games, she is at the school until 8 PM or 9 PM.

Ms. Jacobs stated she does not have any assistants and does not receive any assistance from Ms. Lucia. Ms. Jacobs stated she may give Ms. Lucia paperwork, but Ms. Lucia does not perform any other duties other than collecting paperwork.

Testimony of David (Dave) Keithley, English Teacher/Head Boys Golf Coach Head Coach Varsity Flag Football Team

On March 12, 2019, the OIG conducted an interview with Dave Keithley. Mr. Keithley indicated that until three weeks ago, he was the assistant athletic director.

Golf

Mr. Keithley stated the golf team is comprised of a boys and girls' team, and he is the coach for the boys team. Mr. Keithley asserted that he does not have any assistants. Mr. Keithley stated when Ms. Lucia attends the golf district and regional playoffs she rides around on the golf cart with him, but in her capacity as an athletic director and not an assistant golf coach. Ms. Lucia does not assist him with golf because the rule is that no one is allowed to speak to the players except the head coach.⁵

Flag Football

Mr. Keithley indicated that for flag football there is a varsity coach and a junior varsity coach. He coaches the varsity and receives a supplement. Mr. Keithley asserts that no one assists him with coaching or completing the required paperwork for the team. Mr. Keithley stated Ms. Lucia is not often at flag football games since the flag football season overlaps the softball season; flag football, spring, and softball-January until April. According to Mr. Keithley, Ms. Lucia sometimes attends flag football games for crowd control. Per Mr. Keithley, to his knowledge, for every sport, there is supposed to be someone other than the coach to help with the crowd control, and Ms. Lucia is there in a supervisory capacity, and not as an assistant coach.

(a) Gender Equity Funds

Mr. Keithley's statement is that he does not know much about gender equity but believes that is how flag football coaches' get their supplements.

Newspaper Club Sponsorship (school curriculum-related club)⁶

Mr. Keithley stated he believes the official name for sponsorship for the newspapers club is called faculty advisor because it operates during his fourth period class time and not after school. Mr. Keithley acknowledges that he receives a supplement for sponsoring the newspaper club.

Supplement for striping the athletic field:

⁵ Source: Florida High School Athletic Association: Only one (1) designated team coach may give advice.

⁶ Source: School Board Policy 2.2.121: School curriculum related club: A faculty sponsor will be appointed for school curriculum related clubs and the club will function in accordance with the particular guidelines for sponsored clubs as set forth.

Mr. Keithley wanted it to be known that he was not an assistant coach for the girls weightlifting team and was not aware that the supplement he was receiving for striping the field was to be used as an assistant coach's supplement. According to Mr. Keithley, Ms. Lucia informed him that because he stripes the athletic field, he would be receiving a supplement. Mr. Keithley stated Ms. Lucia and former Principal Clark, told him that he could receive a supplement for striping the athletic field. Mr. Keithley stated he stripes the athletic field for baseball, softball, and soccer teams. Mr. Keithley stated to his recollection, Ms. Lucia has never helped him with striping the athletic field.

Testimony of Cindy Lucia, Math Teacher/Athletic Director

On March 12, 2019, the OIG conducted an interview with Cindy Lucia. Ms. Lucia stated she coaches softball and assists with mostly all of the other sports. Ms. Lucia stated she assisted newly appointed Girls Head Volleyball Coach Victoria Manning⁷ by covering at every game, helping Ms. Manning with fundraising forms, and other paperwork, as well as getting her set up for parent/teacher conferences. Ms. Lucia stated these functions were outside of her official capacity as an athletic director because she did it for Ms. Manning. Ms. Lucia stated she received a supplement for being the softball coach, and she received a gender equity supplement for volleyball since Ms. Manning was covering both varsity and junior varsity.

Cheerleading Head Coach Nicki Spears received the assistant coach supplement for volleyball because she assisted by doing paperwork, preparing eligibility packets, setting up the gym for games, and being the scorekeeper. Ms. Lucia stated she received a gender equity supplement for volleyball for being there because Ms. Manning did not know anything about volleyball, and she had to help do the paperwork, and close out accounts such as the concession stand account and fundraisers for Ms. Manning.

Ms. Lucia stated she and Assistant Athletic Director Dave Keithley were waiting to receive an assistant supplement this month because they paint the athletic field. Ms. Lucia stated both she and Mr. Keithley are usually striping the athletic field together three nights per week. Ms. Lucia stated the supplement utilized for striping the athletic field came from a gender equity supplement. Ms. Lucia stated neither she nor Mr. Keithley has received the supplements for this semester.

Ms. Lucia stated gender equity supplements are to be used for coaching and helping out. Ms. Lucia stated one of the coaches, Micah Stucky gets a gender equity supplement because he does all of the weight training and conditioning for the school's sports teams such as football, weightlifting, and a gender equity supplement to assist the girls with weightlifting and conditioning. Ms. Lucia stated gender equity supplements could be utilized for an assistant coach position. Ms. Lucia stated there are head coach supplements, junior varsity, and an assistant coach supplement. Ms. Lucia stated the head coach assigns the duties for the supplements to be received.

Ms. Lucia stated all of the sports (excluding golf and bowling) get an assistant coach supplement. Ms. Lucia stated, "you only get a junior varsity supplement if you have a junior varsity team."

⁷ Employment with the District terminated effective June 1, 2019 per PeopleSoft.

Ms. Lucia stated gender equity funds⁸ are funds that the school receives from the District that are strictly used to purchase items such as uniforms, supplies, paint that line the field, and anything that will make female sports equal to male sports. The school receives \$10,000 each year (**Exhibit 4**). Gender equity *supplements* are only for coaching. For example, flag football uses gender equity coaching supplements (listed in the Classroom Teachers Agreement (CTA) as a *female sports coach*). Ms. Lucia stated flag football is the only sport that doesn't have a gender equity supplement specifically set aside for that sport.

During the interview, Ms. Lucia elected not to continue until she could have her CTA Representative present. Recording ceased and the interview was discontinued.

On April 25, 2019, the OIG met with Ms. Lucia and her CTA Representative Jerilyn McCall. Ms. Lucia was sworn in and requested an attorney. The OIG ended the interview.

DOCUMENTATION REVIEWED

The OIG reviewed documents provided by Administrative Secretary Maureen Lehan in addition to PeopleSoft records. Lucia received supplements for the period covered (2016-2019). The supplements of concern are those in which she did not legitimately earn excluding softball. The OIG also reviewed CTA Agreements for each school year to verify the number of supplements received for each sport/activity. **See Table 1** for a review of supplement amounts.

The OIG verified via the Florida Health Department licensing portal⁹ that Ms. Lucia is not a certified athletic trainer. Ms. Jacobs verified that Ms. Lucia does not assist her in athletic training and is only available to accept the paperwork that she provides to Ms. Lucia regarding her daily schedule. Moreover, this supplement was listed as a club. School District Bulletin #P-14495-CLS/K12C lists the guidelines for club sponsorship to receive the supplement as follows:

“To receive a club sponsor supplement, all club meetings and activities must be advertised in one or more of the following: the school’s monthly activity calendar, newspaper, TV news show, website, or intercom. In addition, a list of monthly meetings/events/activities should be submitted. If the activity is only for one semester, ½ of the supplement may be awarded unless the supplement is specifically listed as a semester supplement.”

During the investigation, the OIG also reviewed club sponsorships and the possible misappropriation of the athletic trainer (sports medicine) supplement. Therefore, the athletic trainer supplement was also included in the total misappropriated supplements. The OIG reviewed the period 2016 through 2019. **See Table 1**.

⁸ Gender equity funding/allocation are separate from gender equity supplements, and are a set amount given to schools by the District each year. The allocation is \$10,000.

⁹ Source: <http://www.floridahealth.gov/licensing-and-regulation/index.html>

Table 1: Misappropriated Supplements Received By Cindy Lucia

2016-2019

2019			
EARN CODE	DESCRIPTION	SPORT/ACTIVITY	AMOUNT
FS2	Female Sports Coach JV HS Fall	Swimming	\$2625
TOTAL: \$2,625			
2018			
FS2	Female Sports Coach JV HS Fall	Girls Swimming	\$2625
FS4	Female Sports Coach Varsity HS Winter	JV Girls Wrestling	\$3275
SA1	Special Activity HS	Sports Medicine	\$562
TN2	Tennis Asst. Coach Boys HS	Boys Tennis	\$1925
TOTAL: \$8,387			
2017			
FS2	Female Sports Coach	Female Sports Coach	\$2500
FS6	Female Sports Coach Gr. 9 HS	Female Sports Coach Gr. 9 HS	\$1925
SA1	Special Activity HS	Sports Medicine	\$562
TN2	Tennis Asst. Coach Boys HS	Boys Tennis	\$1925
TOTAL: \$6,912			
2016			
FS2	Female Sports Coach JV HS Fall	Female Sports Coach JV HS Fall	\$2500
FS6	Female Sports Coach Gr. 9 HS Winter	Female Sports Coach Gr. 9 HS Winter	\$1925
SA1	Special Activity HS	Sports Medicine	\$562
TN4	Tennis Asst. Coach Girls HS	Girls Tennis	\$1925
TOTAL: \$6,912			
GRAND TOTAL: \$24,836			

The OIG verified the driver's license for Mr. Cappello. Mr. Cappello's license is valid and has the necessary endorsements to drive/operate a commercial vehicle. See footnote 4.

The OIG also reviewed the first aid and cardiopulmonary resuscitation (CPR) certifications for all of the coaches. Per PeopleSoft records, all certifications are current.

In addition, the OIG verified the athletic trainer certification status of Kelsey Jacobs, Physical Therapy and Balance Center. At the time of this investigation, Ms. Jacobs's certification is clear/active with an expiration date of September 20, 2020 (**Exhibit 5**).

Moreover, the National Athletic Trainers Association lists the following criteria to become a certified athletic trainer (**Exhibit 6**):

"To become a certified athletic trainer, a student must graduate with a bachelor's or master's degree from an accredited professional athletic training education program and pass a comprehensive test administered by the Board of Certification (BOC). Once certified, he or she must meet ongoing continuing education requirements in order to remain certified. Athletic trainers must also work in collaboration with a physician and within their state practice act."

The OIG reviewed PeopleSoft documentation for supplements. At the bottom of the supplement screen in PeopleSoft, there is a statement of certification: "I certify that I have reviewed the supplements and each employee is entitled to receive the payment per the contract," whereas, Ms. Lehan is certifying that the employee is entitled to the supplements. The OIG obtained email documentation from Ms. Lehan and Ms. Burke regarding the responsibility of the certification of supplements (**Exhibit 7**). Ms. Lehan explained that she entered the supplements provided to her by Ms. Lucia. She had no way of verifying the accuracy of the list provided, and former Principal, David Clark, trusted Ms. Lucia therefore, he never verified the accuracy of the list.

ADDITIONAL INFORMATION

The OIG met with Athletics Instructional Specialist Yetta Greene who verified the following:

- Supplements are to be received for actual duties performed as outlined in Appendix B of the CTA Agreement.
- The principal is in charge of signing off on supplements.
- Supplements can be split in any manner agreed upon by the individuals. For example, an assistant coach supplement can be split between two individuals.
- Gender equity should only be utilized for actual female sports.

In regards to the athletic trainer supplement, Ms. Greene stated the following via email:

"Although there is a supplement for Athletic Trainer" in the supplement listing in Appendix B of the CTA handbook (listed as a category 1 supplement), this supplement has not been used for years. We can no longer just designate someone

as an athletic trainer. The athletic trainer has to have the proper certification (nationally certified) as well as the needed insurance and liability coverages."

Ms. Greene also stated if a current District employee wanted to become an athletic trainer, the District would not hire them directly. The individual would have to become an employee of one of the awarded vendors to provide this service and be paid via the awarded vendor and not as a District employee.

CONCLUSION

Based on testimony and documentation received, the OIG has determined the following:

- Ms. Lucia was the athletic director before being removed from that position in March 2019.
- Ms. Lucia legitimately coached varsity softball.
- Ms. Lucia has been using gender equity supplements for sports that she has not coached.
- Ms. Lucia is not a certified athletic trainer and therefore, was not entitled to the yearly athletic trainer supplement for \$562 (2019 to be paid out at the end of May).
- In 2018, Ms. Lucia received the girls junior varsity wrestling supplement for \$3,275, however, the authorized amount for junior varsity wrestling was \$2,500 (CTA Agreement July 1, 2017-June 30, 2020). Ms. Lucia received a supplement equivalent to that of the head coach. Ms. Lucia did not coach wrestling.
- A tennis supplement for \$1,925 was allocated by Ms. Lucia for Dave Keithley which does not appear to relate to striping the field since tennis does not have a field. Based on the testimony of tennis coach Jim Cappello, he has never had an assistant coach.
- Per Mr. Keithley, Ms. Lucia never helped him to stripe the athletic field.
- The volleyball supplement was being received by Nicki Spears for help with paperwork, preparing eligibility packets, etc., however, Ms. Lucia stated she also helped with paperwork, etc.
- Ms. Lucia received a junior varsity swimming coach supplement utilizing gender equity, but the category of junior varsity for the swim team does not exist.

The witnesses have corroborated the allegation made by Principal Burke and Assistant Principal D'Annunzio that Ms. Lucia only coaches softball. The other supplements that she has received from 2016 to the present cannot be justified because she did not complete any duties related to the specified sports/activities. The activities that Ms. Lucia stated in her interview were a part of her regular duties as athletic director, which did not constitute her receiving additional supplements.

During Ms. Lucia's audio-recorded interview, she stated that she assists in striping the athletic field with former Assistant Athletic Director Dave Keithley. Mr. Keithley stated that Ms. Lucia has never assisted him with that duty. Mr. Keithley also stated he was not aware of any supplements that Ms. Lucia received and therefore, could not corroborate the specific supplements she received. Mr. Keithley stated he did not collude with Ms. Lucia in obtaining supplements not legitimately earned. Mr. Keithley stated he received supplements for striping the athletic field and as assistant athletic director and head golf coach and head varsity flag football coach.

At the time of this investigation, Ms. Lehan was unable to provide proof of athletic trainer club meetings for Ms. Lucia. Ms. Lehan stated Ms. Lucia may have kept the meetings, but has no proof of that since the information was not provided to her by Ms. Lucia. The OIG observed sign-in sheets that were provided by other club sponsors.

The claims made by Ms. Lucia that she assisted coaches (as an assistant) appear not to represent the validation to receive supplements as an assistant coach. The duties that Ms. Lucia performed were in her line of duty as an athletic director. Moreover, testimony illustrated that Ms. Lucia is usually in her office at the school, and not assisting the coaches in the capacity of an assistant coach.

CTA Agreement Appendix B (**Exhibit 8**) states:

“Unless otherwise noted herein, supplements are paid for services/duties performed beyond the regular duty day.”

The testimony of both the principal and the assistant principal was that they discovered that Mr. Keithley was put in for a supplement for weightlifting for \$2,625 while Mr. Roberts’ supplement was \$2,022 as head coach of the weightlifting team. According to Appendix B of the CTA Agreement, Roberts’ supplement for \$2,022 was given as a grade 9 female sport while Keithley’s supplement for \$2,625. The supplement amount for the head coach of varsity (female sports) is \$3,439. Ms. Burke denied the weightlifting supplement for Mr. Keithley, and therefore, Mr. Keithley did not receive the supplement.

Based on the information obtained and the documents reviewed, the OIG determined that the allegation that Olympic Heights Community High School Athletic Director Cindy Lucia misappropriated athletic supplements for duties not performed was **Substantiated**.

This investigation was referred to School Police on June 19, 2019, for a criminal investigation. The OIG’s investigation was placed on hold until a conclusion to the criminal complaint could be resolved. On June 15, 2021, the State Attorney filed charges against Lucia (**Exhibit 10**), and on June 18, 2021, she turned herself into the Palm Beach County Sheriff’s Office. Lucia was released on bond pending a trial.

RECOMMENDATIONS

The OIG recommends:

- The Chief Academic Officer (or other appropriate District personnel) updates or amend Bulletin #P-14495-CLS/K12C, *Guidelines for Club and Sports Supplement* to address District employees that may be receiving athletic trainer supplements.
- All supplements are reviewed and signed by both the principal and the school secretary before the information being input into PeopleSoft. The certification at the bottom of the PeopleSoft screen is a certification that all supplements are being given to individuals who are entitled to receive them, and according to the CTA Agreement. The principal of the

school is responsible for supervising and monitoring personnel as per Florida Statute §1012.28(1), which states: *Public school principals shall supervise public school personnel as the district school board determines necessary.*

- CTA Agreement removes athletic trainers from appendix B of the agreement.
- The District develops supplement guidelines to ensure employee integrity. **See Exhibit 9 as an example.**

DISTRIBUTION

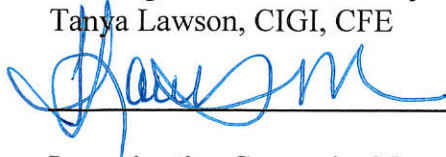
Palm Beach County School Board Members
Michael Burke, Superintendent
Audit Committee Members
Office of Professional Standards
OIG file

EXHIBIT LIST

Exhibit 1	Certified Athletic Trainers contract
Exhibit 2	Supplement Request for Lucia & Keithley
Exhibit 3	Email records regarding club attendance
Exhibit 4	Gender Equity Funds budget
Exhibit 5	Certification for Kelsey Jacobs
Exhibit 6	Certified Trainer requirements
Exhibit 7	Email records; Lehan & Burke
Exhibit 8	CTA Appendix B-Supplements
Exhibit 9	Supplement Guidelines-EXAMPLE
Exhibit 10	State Attorney Criminal Filing

Investigation Conducted by:

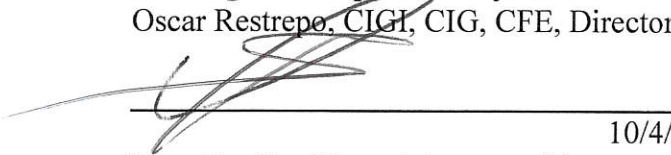
Tanya Lawson, CIGI, CFE



10/4/2021

Investigation Supervised by:

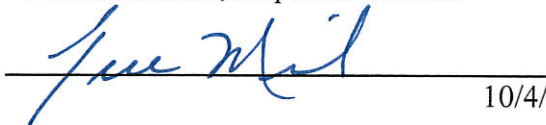
Oscar Restrepo, CIGI, CIG, CFE, Director of Investigations



10/4/2021

Investigation Report Approved by:

*Teresa Michael, Inspector General



10/4/2021

***This investigation was conducted under the review/supervision of former Inspector General Lung Chiu. Inspector General Teresa Michael assumed the position on July 1, 2020.**

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.



Activity #: 19-0003
 OIG Staff: LAWSON
 Date Rec'd: 2/26/19
 Rec'd: OIG Staff
 Pages: 14
 Referred: Yes No N/A Req'd TBD
 Exhibit/Reference #: Board Room 1

Agenda Item Details

Meeting Jun 20, 2018 - 4. REGULAR BOARD MEETING at 5:00pm in the Board Room

Category 14a. Consent Agenda - Purchasing Items (FMPA/FMPF/FMPO)

Subject FMPA4 Certified Athletic Trainer Providers Contracts

Type Action (Consent)

Recommended Action I recommend the Board approve the contracts with the providers of Certified Athletic Trainers for the Period of August 1, 2018, through July 31, 2019, not to exceed \$540,000 annually, and authorize the Superintendent and Board Chairman to finalize and sign all necessary documents.

DESCRIPTION:

Approve the contracts with the providers of Certified Athletic Trainers.

The Athletic Director and/or Principal in individual high schools have selected a company to provide a Certified Athletic Trainer, certified by the National Athletic Trainers Association (N.A.T.A.) and licensed by the State of Florida, to consult and/or develop a program for sport specific fitness and conditioning for boys and girls sports, as requested by the principal of the public high school. The providers of the Certified Athletic Trainers are:

- Gold Coast Physical Therapy Associates, LLC DBA Fyzical Therapy & Balance Centers
- Physical Therapy Institute and Aquatic Rehab, Incorporated

The District may compensate the provider of each Certified Athletic Trainer up to \$22,500 per high school based upon 1,000 hours of service, of which a minimum of 250 hours will be allocated to each of the three sports seasons (fall, winter and spring). Schools having fewer sports and teams will compensate their provider of Certified Athletic Trainers based upon the hours needed at a rate of \$22.50 per hour, not to exceed \$15,000 during the contract period.

The Certified Athletic Trainers will work with athletes and coaches based upon individual needs at each school. Practice, game and event coverage will be coordinated and schedules agreed upon by both parties. Professional liability and comprehensive general liability insurance are required from each of the providers of Certified Athletic Trainers as indicated in the contract.

Due to the number of schools that have selected Gold Coast Physical Therapy Associates, LLC DBA Fyzical Therapy & Balance Centers to provide Certified Athletic Trainers for their schools, Gold Coast Physical Therapy Associates, LLC DBA Fyzical Therapy & Balance Centers will exceed \$250,000 in fiscal year 18-19.

This purchase is considered a Professional Service as defined in Section 1010.04(4)(a)FS and Board Policy 6.14, and therefore is exempt from competition requirements based on the specialized health services qualifications required to perform Athletic Trainer services.

CONTACTS:

Keith Oswald, Deputy Superintendent/Chief of Schools (keith.oswald@palmbeachschools.org)
 Michael J. Burke, Chief Financial Officer (mike.burke@palmbeachschools.org)

FINANCIAL IMPACT:

The financial impact to the District budget is not to exceed \$540,000. The source of funds is various high school budgets.

Strategic Themes (choose all that apply):

- 1. Effective and relevant instruction to meet the needs of all students.
- 2. Positive and Supportive School Climate
- 3. Talent Development
- X 4. High-Performance Culture

Long-Term Outcomes (choose all that apply):

- 1. Increase reading on grade level by 3rd grade.
- 2. Ensure high school readiness.
- 3. Increase the high school graduation rate.
- 4. Foster Post-graduate success.

[Beneficial Interest Statements.pdf \(122 KB\)](#)

[Contracts.pdf \(1,973 KB\)](#)

[Legal Checklists.pdf \(136 KB\)](#)

**CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

AND

GOLD COAST PHYSICAL THERAPY, LLC DBA FYZICAL THERAPY AND BALANCE CENTERS

This Contract entered into this 1st day of August, 2018, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida (hereinafter referred to as "School Board"), and Gold Coast Physical Therapy, LLC DBA Fyzical Therapy and Balance Centers, located at 6169 Jog Road, Suite A-11, Lake Worth, Florida 33467 (hereinafter referred to as the "Contractor"), to provide athletic training services as defined in Section 468.701(5), Florida Statutes, for student athletes.

SECTION I - Term of Contract

This Contract shall be for the term beginning August 1, 2018 (the "Effective Date") and ending on July 31, 2019 (the "Expiration Date").

SECTION II – Services

ATLANTIC COMMUNITY HIGH SCHOOL

BOCA RATON HIGH SCHOOL

JUPITER HIGH SCHOOL

OLYMPIC HEIGHTS HIGH SCHOOL

PALM BEACH GARDENS HIGH SCHOOL

PALM BEACH LAKES HIGH SCHOOL

PARK VISTA HIGH SCHOOL

SANTALUCES HIGH SCHOOL

SPANISH RIVER HIGH SCHOOL

SUNCOAST HIGH SCHOOL

WELLINGTON HIGH SCHOOL

WEST BOCA HIGH SCHOOL

WILLIAM T. DWYER HIGH SCHOOL

The Contractor shall provide a Certified Athletic Trainer for student athletes at above noted schools. The Contractor warrants that the Certified Athletic Trainers assigned to high schools to fulfill Contractor's duties under this Contract will be certified by the National Athletic Trainers Association (N.A.T.A.) and licensed by the State of Florida Board of Athletic Training pursuant to Part XIII of Chapter 468, Florida Statutes, and will practice within a written protocol between the Certified Athletic Trainers and a supervising

physician licensed by the State of Florida in accordance with Rule 64B33-4.001, Florida Administrative Code. The Contractor must comply with applicable Florida statutes and State Board of Education rules regarding the provision of Athletic Training for student athletes.

- A. The Contractor shall perform the following services through a Certified Athletic Trainer:
1. Consultation and/or development of a program for sport specific fitness and conditioning, as requested by the principal of the public high school to which the Certified Athletic Trainer is assigned;
 2. Tape, wrap, and assist with other protective equipment applications when needed;
 3. Treat minor injuries and provide for rehabilitative therapy when appropriate;
 4. Provide immediate first aid to injured athletes during practices or high school athletic competitions / games;
 5. Evaluate initial injury and assessment of need for additional medical intervention;
 6. Provide written documentation of athletic injuries to the coach and/or the athletic director of the high school to which the Certified Athletic Trainer is assigned within 24 hours of the Certified Athletic Trainer's notice of such athletic injuries;
 7. Certified Athletic Trainer shall be on the campus of the high school to which he/she is assigned throughout all home high school athletic competitions / games and athletic events and practices. Last minute substitution of the Certified Athletic Trainer due to illness or other unforeseen events is the responsibility of the Contractor. Any substitute used must have the same qualifications and certification as the Certified Athletic Trainer originally assigned to the school;
 8. Coordinate and assist with the performance of the required free physical examinations for all high school athletes;
 9. Referral of injured athletes for additional medical intervention and treatment upon parental consent;
 10. Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the athletic director of the public high school to which the Certified Athletic Trainer is assigned;
 11. Submit injury summary reports, by sport, at the end of each sport's season to the athletic director of the public high school to which the Certified Athletic Trainer is assigned;
 12. Supervise student trainer staff and other School Board approved volunteers involved in sports medicine activities;
 13. Supervise and maintain the athletic training room facility; and
 14. Consult with high school staff or medical physician on issues related to the Contractor's duties when appropriate.
 15. The Contractor shall administer, under the direction of the sponsoring agency, concussion baseline testing to our student-athletes.
- B. The Contractor will provide, on request, a presentation describing to the school staff and parents the aforementioned services enumerated in Paragraph A.
- C. The Certified Athletic Trainer will work with the high school athletes and coaches at the high school based upon individual needs as determined by the athletic director and/or principal or their designee. Practice, athletic competition / game, and athletic event coverage will be coordinated and schedules agreed upon by both parties. Special attention should be given to those sports with the most potential for injuries (i.e. football, basketball, wrestling, and soccer), but not to the exclusion of any other sport. The Contractor will provide service to each of the three sports seasons (fall, winter, and spring). The Contractor will work in conjunction with a team physician and the coach at the high school.
- D. The Contractor shall not unlawfully discriminate against any employee, subcontractor, or student athlete because of race, age, religion, color, gender, gender identity or expression, national origin, ethnicity, marital status, disability or sexual orientation.

SECTION III - Cost of Services

The Contractor shall be paid for the hours needed as determined by the athletic director of the high school. The Contractor shall provide at least 1,000 hours of service at an amount not to exceed \$7,500 per season and \$22,500 for the entire term of the Contract. Payments will be made at the end of fall, winter, and spring sports seasons.

SECTION IV - TERMS AND CONDITIONS

The Contractor will be responsible for obtaining any necessary permits and licenses without additional cost to the School Board and will comply with state and federal laws, rules, and regulations, all local codes and ordinances, and School Board policies.

The Contractor shall have the option to terminate the Contract with or without cause upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the Contract with or without cause upon written notice to the Contractor. Such notice must be received at least 30 days prior to the effective date of termination. In the event of termination, the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the Contract by the Contractor may prohibit the Contractor from doing business with the School Board for a period of three years from the date of termination of the Contract in accordance with Section VIII.

SECTION V - Assignment

Neither this Contract nor any right or interest herein may be assigned, transferred, or encumbered by either party without the prior written consent of the other party. The Contract shall make no partial assignments of this Contract including, without limitation, the partial assignment of any right to receive payments or compensation from the School Board.

SECTION VI - Indemnification/ Hold Harmless Agreement

Vendor shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- c. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
- d. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services

to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Vendor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

SECTION VII – Insurance

Insurance will be required as stated below. The School Board shall be named as an additional insured. The Contractor shall provide the Certificate(s) of Insurance for required coverages within seven (7) days of the date of request by the Purchasing Department, but in any respect at least thirty (30) days prior to the commencement of any Term.

- A. WORKERS' COMPENSATION:** the Contractor must comply with each state Workers' Compensation and Employees' Liability Insurance minimum statutory limits where employees are located.
- B. COMMERCIAL GENERAL LIABILITY:** the Contractor shall procure and maintain, for the life of the Contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the Contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. BUSINESS AUTOMOBILE LIABILITY:** the Contractor shall procure and maintain, for the life of the Contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, and \$5,000,000 Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

- D. PROFESSIONAL LIABILITY:** The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance

shall provide coverage against such liability resulting from the contract. The minimum annual limits of coverage shall be \$1,000,000 per claim with a deductible or self-insured retention not to exceed \$25,000, with an insurance company having a Best's rating of A-XI or better. The deductible shall be the sole responsibility of the insured. For policies written on a Claims-Made basis, proposer warrants the Prior Acts or Retroactive Date equals or precedes the effective date of this contract. The Professional Liability policy must be continued or tail coverage provided for two years after completion of the contract. Provision of this 'tail coverage' is a material inducement to entry of this contract.

- E. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:** In accordance with Section 501.171, F.S. Awarded vendor shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal or student) information. Awarded vendor shall notify The Board as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded vendor shall work with The Board to satisfy the requirements of Section Fla. Statutes, Chapter 501.171, as to required investigation and notice provisions. Further, awarded vendor shall reimburse The Board for actual, reasonable costs incurred by The Boards in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The Board evidencing such actual, reasonable costs incurred.

SECTION VIII –Termination of Contract

The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Contractor. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Contractor that amount of the Contract actually satisfactorily performed to the date of termination. The Contractor shall not be entitled under any theory to payment for work not actually performed or lost profits.

If the Contractor materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Contractor shall have thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Contractor that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Contractor should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Contractor should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Contractor shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Contractor may result in removal from bidders/responder list and may result in Contractor being debarred as set forth in Section X.

SECTION IX - Funding Out

The performance by the School Board of its obligations under this Contract shall be subject to and contingent upon the availability of funds appropriated by the School Board for each year of this Contract. In the event the School Board does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The School Board will notify the Contractor in writing after the adoption of the final School Board budget for each subsequent fiscal year if funding is not approved for this Contract.

SECTION X – Jessica Lunsford Act

All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

SECTION XI - Debarment

The School Board shall have the authority to debar the Contractor for cause from consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

SECTION XII – Commercial Non-Discrimination

Contractor shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Palm Beach County School Board Policy 6.143. Contractor understands and agrees that violation of this clause is a material breach of contract and may result in contract termination, debarment, or other sanctions.

Upon the School District's request, and upon the filing of a complaint against Contractor pursuant to Palm Beach County School Board Policy 6.144, Contractor agrees to provide the School District, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

SECTION XIII - Amendment

No modification, amendment, or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed on behalf of each party hereto.

SECTION XIV - Miscellaneous

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Contract shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Contract.

Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The captions, section numbers, article numbers, title, and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based upon this Contract. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of the Contract.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
 The School District of Palm Beach County
 3300 Forest Hill Blvd., Suite A323
 West Palm Beach, FL 33406

With a copy to: Inspector General
 The School District of Palm Beach County
 3300 Forest Hill Blvd., Suite C306
 West Palm Beach, FL 33406

To Contractor: Gold Coast Physical Therapy, LLC
 DBA Fyzical Therapy and Balance Centers
 6169 Jog Road, Suite A-11
 Lake Worth, FL 33467

The Contractor agrees that upon termination or expiration of the Contract it shall return to the school Board all data provided by the School Board, in a useable electronic form, and erase, destroy, and render unreadable all School Board data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available fire restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of the Contractor. During the term of the Contract, each party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. The School Board reserves the right to terminate the Contract for cause if the Contractor fails to comply with public records requests in violation of this provision.

The Contractor shall ensure that any electronic data that it receives from or collects on behalf of the School Board that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will be at risk of being compromised. The Contractor shall ensure that the School Board's data will only be accessed by Contractor's employees, subcontractors, or agents who have a legitimate basis for accessing such data.

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability, or unlawful or void nature of that provision shall not affect any other provision and this Contract shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.

The Contractor is, for all purposes arising under this Contract, an independent contractor and the Contractor retains control over the manner and means of carrying out the Contractor's responsibilities herein. The Contractor and its officers, agents, or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the School Board. No officer, agent, or employee of the Contractor or School Board shall be deemed an officer, agent, or employee of the other party. Neither Contractor, nor any of its officers, agents, or employees thereof, shall be entitled to any benefits to which employees of the School Board are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

All reports, studies, information, data, statistics, forms, designs, plans, procedures, and other materials submitted to the Contractor for the School Board pursuant to this Contract shall be the sole and exclusive property of the School Board. No such materials produced, either in whole or part, under this Contract shall be subject to private use, copyright, or patent right by the Contractor in the United States or in any other country without the express written consent of the School Board. The School Board shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent any such materials produced by the Contractor under this Contract.

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This Contract shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions.

If any litigation shall result from this Contract, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Circuit and exclusive venue shall lie in Palm Beach County, Florida.

This Contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This Contract is binding on the parties hereto, their heirs, successor and/or assigns.

SECTION XV - Inspector General

The Contractor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Contractor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the contractor or its subcontractor. The Contractor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

SECTION XVI – REQUIRED DOCUMENTATION

Upon signature of this Contract, the Contractor agrees to the following:

1. To provide a list of Certified Athletic Trainers that are assigned to high schools to fulfill Contractor duties under this Contract as stated in Section II – Services.
2. To provide verification that each assigned Certified Athletic Trainer is certified by the National Athletic Trainers Association (N.A.T.A.). Such verification shall be mailed with the executive copy of this Contract to:

Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813

The Contractor shall provide verification that a substitute is certified within 24 hours of such substitution.

3. To provide a copy of the license for each assigned Certified Athletic Trainer as issued by the State of Florida Board of Athletic Training. Copies of such

- licenses shall be mailed to the address listed in Section XIII (2) with the executed copy of this Contract. Copies of the license for a substitute shall be provided within 24 hours of such substitution.
4. To have available upon request a copy of each applicable "Operational Protocol" for each assigned Certified Athletic Trainer, signed by the Certified Athletic Trainer and by a Supervising Physician.
 5. To provide upon request the names of all assigned Athletic Trainers who have been disciplined pursuant to Chapter 456 or 468, Florida Statutes, within 5 years prior to the effective date of this Contract.

SECTION XVII – Confidentiality of Student Information

Contractor is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, contractor acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Contractor will receive student information. Since parental consent will not be obtained and contractor has legitimate educational interests in the information, contractor shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit A.

SECTION XVIII – Waiver of Jury Trial

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT.

SECTION XIX – Public Records Law

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In witness whereof, this contract has been executed on the day and year first above written.

GOLD COAST PHYSICAL THERAPY, LLC
DBA FYZICAL THERAPY AND BALANCE
CENTERS

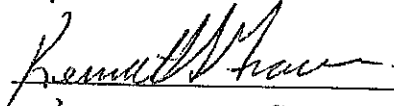
THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: 

Print Name: Michael L. Graves

Title/Position: CEO


Date: 4-17-2018

WITNESS: 

Print Name: Kenneth S Graves

Title/Position: Area Manager

Date: 4-17-2018

WITNESS: 

Print Name: Kayla French

Title/Position: Operations administrator

Date: 4/17/2018

BY: _____
Donald E. Fennoy II, Ed.D., Superintendent

Date _____

BY: _____
Chuck Shaw, Board Chair

Date _____

Reviewed and Approved for Form and Legal
Sufficiency:

DATE: 4/17/18

BY: 
Attorney

7-19 - Winter

① Cindy Lucia
JV - Girls Soccer
Gender Equity \$3439⁰⁰

JV Girls Soccer
Samantha Furey } 1/2
Carleigh Hoelzel } each
21625 =

2. David Keittley
Asst Girls Weightlifting
\$2625⁰⁰

Joseph Roberts
Head coach - Girls
Weightlifting \$2022

7-19 - Fall

1. Cindy Lucia - H.E.
JV - Girls Swimming
\$2625⁰⁰

U. Equity
Stephanie Bachar - Head
Head Swim
James Cippello
B-Ed \$3439⁰⁰

7-19

Cindy Lucia
Ath. Dir
\$5161

Yearly
David Keittley
Asst. Ath Dir
\$2625
Newspaper
\$2022

Cindy Lucia
Athletic Trainer

\$562⁰⁰ Club pd in May, 2019

Secretary, + Principal
[Signature]

Rec'd from
on 3/12/19

Activity #: 19.0003
OIG Staff: L. Wilson
Date Rec'd: 3/12/19 Pages: 4
Rec'd: Maureen Rehan, Kellie Burke
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 2

APPENDIX B – SUPPLEMENTS (cont'd)

CATEGORY 5 - \$3,015 (\$3,166 as of July 1, 2018 and \$3,325 as of July 1, 2019)

- High School Assist. Coach Football
- High School J. V. Coach Football
- High School Chorus Director
- High School 9th Grade Football Coach
- High School Assist. Band Director
- High School Science Club Advisor/Science Fair Coordinator
- High School J.V. Coach Basketball

CATEGORY 6 - \$2,500 (\$2,625 as of July 1, 2018 and \$2,757 as of July 1, 2019)

- High School Assist. Athletic Director
- High School J. V. Coach Baseball
- High School J. V. Coach Wrestling
- High School J. V. Female Sports Coach (one supplement for each J. V. Female Sport offered)
- High School J. V. Coach Soccer
- High School J. V. Coach Softball
- High School J. V. Coach Volleyball
- Middle School Athletic Director (10-15 sports)
- One per School District – School Psychology Intern Supervisor

CATEGORY 7 - \$2,185 (\$2,295 as of July 1, 2018 and \$2,410 as of July 1, 2019)

- High School Cross Country Coach
- High School Debate Coach
- High School Drama Coach
- High School Head Coach Tennis
- High School Student Government Sponsor
- Middle School Band Director
- All Levels - Special Olympics (Paid to an employee or shared among employees who prepare students for and supervise eligible students at official Special Olympic competitive events.)
- One per School District – County Council of Student Councils

CATEGORY 8 - \$1,925 (\$2,022 as of July 1, 2018 and \$2,124 as of July 1, 2019)

- High School 9th Grade Coach Basketball
- High School Bowling Coach
- High School Assist. Coach Baseball
- High School J. V. Cheerleading Coach
- High School Dance/Drill Team Coach
- High School Golf Coach
- High School Gymnastics/Weight Coach
- High School Assistant Coach Basketball
- High School Assist. Coach Soccer
- High School Assist. Coach Softball
- High School Assist. Coach Swimming
- High School Assist. Coach Tennis
- High School Assist. Coach Track

APPENDIX B – SUPPLEMENTS (cont'd)

CATEGORY 8 - \$1,925 (\$2,022 as of July 1, 2018 and \$2,124 as of July 1, 2019) (cont'd)

- High School Assist. Coach Volleyball
- High School Assist. Coach Wrestling
- High School Newspaper Advisor
- High School Yearbook Advisor
- High School Senior Class Sponsor
- High School 9th Grade Female Sports Coach (one supplement for each 9th Grade Female Sport offered)
- Middle School Athletic Director (5-9 sports)
- Middle School Head Coach Baseball
- Middle School Head Coach Basketball
- Middle School Head Coach Soccer
- Middle School Head Coach Track
- Middle School Head Coach Volleyball
- Middle School Science Club Advisor/Science Fair Coordinator

CATEGORY 9 - \$1,640 (\$1,722 as of July 1, 2018 and \$1,809 as of July 1, 2019)

- Middle School Athletic Director (2-4 sports)
- Middle School Assist. Band Director
- Middle School Chorus Director

CATEGORY 10 - \$1,145 (\$1,203 as of July 1, 2018 and \$1,264 as of July 1, 2019)

- High School Junior Class Sponsor
- High School FL. Future Educators Club Advisor
- High School Vocational Ag.
- All Levels - SAC Chairperson (must serve as SAC Chairperson at school employed)
- Middle School Debate Coach
- Middle School Drama Coach
- Middle School Newspaper Advisor
- Middle School Student Government Sponsor
- Middle School Yearbook Advisor
- All Levels SECME Advisory - the supplement amount listed above is paid per semester
- One Supplement per Area - District Science/Math Fair Coordinator/Facilitator

CATEGORY 11 - \$835 (\$877 as of July 1, 2018 and \$921 as of July 1, 2019)

- High School Future Farmers of Amer. Club Advisor
- Middle School FL. Future Educators Club Advisor
- Middle School Intramural Coordinator
- Elementary Safety Patrol Coordinator
- Elementary Teachers of Tomorrow Sponsor
- All Levels - Academic Games Sponsor – the supplement amount listed above is paid per season

APPENDIX B - SUPPLEMENTS

1. Unless otherwise noted herein, supplements are paid for services/duties performed beyond the regular duty day. Therefore, employees, excluding High School Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.
2. The Parties agree that when filling these supplemental positions, the responsibilities/duties associated with each supplement may be divided among two or more employees. When this occurs, the supplement's salary will be divided between or among those employees who are sharing the supplement's responsibilities/duties. If the employees sharing the supplemental responsibilities/duties cannot agree on which duties and/or how often such duties are to be the responsibility of each employee, the principal will be asked to intervene to determine which duties and/or how often these duties will be assigned to each employee. When doing so, the Principal will not act in an arbitrary and capricious manner, and his/her decision will be final.
3. The Parties also agree that should the District determine that no employee at a work site is qualified to perform the responsibilities of a particular supplement or if no employee at that work site wishes to fill the supplement, the District may fill the position with an employee assigned to a different work site or with personnel not in the T-bargaining unit.

CATEGORY 1 - \$5,460 (\$5,734 as of July 1, 2018 and \$6,020 as of July 1, 2019)

- Athletic Trainer
- One per School District – Executive Director High School Athletics

CATEGORY 2 - \$4,915 (\$5,161 as of July 1, 2018 and \$5,420 as of July 1, 2019)

- High School Athletic Director

CATEGORY 3 - \$4,110 (\$4,316 as of July 1, 2018 and \$4,532 as of July 1, 2019)

- High School Head Coach Football
- High School Band Director
- High School Head Coach Basketball
- School Psychologist Administrative Duties

CATEGORY 4 - ~~\$3,275 (\$3,439 as of July 1, 2018 and \$3,611 as of July 1, 2019)~~

- High School Head Coach Baseball
- High School Cheerleading Varsity Coach (2 semesters)
- ~~High School Varsity Female Sports Coach (one supplement for each Varsity Female Sport offered)~~
- High School Head Coach Lacrosse
- High School Head Coach Soccer
- High School Head Coach Softball
- High School Head Coach Swimming
- High School Head Coach Wrestling
- High School Head Coach Track
- High School Head Coach Volleyball



Maureen Lehan <maureen.lehan@palmbeachschools.org>

Club Attendance

4 messages

Cindy Lucia <cindy.lucia@palmbeachschools.org>
To: Maureen Lehan <maureen.lehan@palmbeachschools.org>

Tue, Apr 10, 2018 at 10:12 AM

Ms. Lehan,

I DO NOT have attendance sheets for the following clubs:

- Game of Life
- Forensic
- Girls Who Code
- Jewish Student Union
- Key Club
- Mu Alpha Theta
- Role Play
- SECME - supplement
- Social Studies Academic Games supplement

Clubs with 1 or 2 attendance sheets:

- Tech Club (August, October & November)
- Sign Language (October)
- We Dine Together (October & November)

Sincerely,

Cindy Lucia

Olympic Heights Community High School
Athletic & Activities Director
Girls Varsity Softball Coach
561-852-6920
GO LIONS!

Maureen Lehan <maureen.lehan@palmbeachschools.org>
To: Cindy Lucia <cindy.lucia@palmbeachschools.org>

Tue, Apr 10, 2018 at 10:14 AM

Thank You

Maureen Lehan
School Administrative Assistant
Olympic Height High School
PX: 26902 561-852-6902
FAX: 26974 561-852-6974

[Quoted text hidden]

*Lucia's Knowledge of Attendance sheets req'd for clubs

Activity #: 19-0003
OIG Staff: L. Wilson
Date Rec'd: 3/12/19 Pages: 10
Rec'd: Maureen Lehan
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 3

*Check
Ludy*

*#25/18 - Entered clubs checked with blue.
Others missing attendance*

A - Club	A - Sponsor	A - Aug	A - Sept	A - October	A - November	December	January	February	March	April	May
Art Honor Society	Total	Supplement	X	X	X	X	X	X	X	X	X
AVID Club	Ludy	Supplement	X	X	X	X	X	X	X	X	X
Best Buddies	Learning	Supplement	X	X	X	X	X	X	X	X	X
Boys Basketball Club	Ryder	Supplement	X	X	X	X	X	X	X	X	X
Caribbean Club	Zipnick	Supplement	X	X	X	X	X	X	X	X	X
Chess Club	Shanosky		X	X	X	X	X	X	X	X	X
Chinese Club	Qian		X	X	X	X	X	X	X	X	X
Climb-ACTivities			X	X	X	X	X	X	X	X	X
Cosplay	Ludy		X	X	X	X	X	X	X	X	X
Criminal Justice Club	Phinney		X	X	X	X	X	X	X	X	X
Debate	Goldstein		X	X	X	X	X	X	X	X	X
Drawing Club	Vargo	Supplement	X	X	X	X	X	X	X	X	X
Earth Club	Korn		X	X	X	X	X	X	X	X	X
Educate Volunteers	Rew		X	X	X	X	X	X	X	X	X
Fashion			X	X	X	X	X	X	X	X	X
FBLA	Shimmel		X	X	X	X	X	X	X	X	X
FCCLA	Schlossberg		X	X	X	X	X	X	X	X	X
FEEA	Duffy	Supplement	X	X	X	X	X	X	X	X	X
Forensic	Goldstein		X	X	X	X	X	X	X	X	X
French Honor Society	Sclafani		X	X	X	X	X	X	X	X	X
Game of Life	Nimmi		X	X	X	X	X	X	X	X	X
Girls Who Code	del Calvo		X	X	X	X	X	X	X	X	X
Hack Club	Vargo		X	X	X	X	X	X	X	X	X
Helping Hands	Hoke		X	X	X	X	X	X	X	X	X
Hip Hop Dance Team/ Sophomore Class Sponsor	Hoke		X	X	X	X	X	X	X	X	X
HS Science Club/ Fair Coordinator	Korn		X	X	X	X	X	X	X	X	X
Jewish Student Union	Sommers		X	X	X	X	X	X	X	X	X
Junior Class Sponsor	Haber	Supplement	X	X	X	X	X	X	X	X	X
Key Club	Weiland		X	X	X	X	X	X	X	X	X
Meditation Club	Weiland		X	X	X	X	X	X	X	X	X
Model UN	Baer		X	X	X	X	X	X	X	X	X
Mu Alpha Theta	Sommers		X	X	X	X	X	X	X	X	X
NHS	Koher		X	X	X	X	X	X	X	X	X
OAPA	Lawrence		X	X	X	X	X	X	X	X	X
Roleplaying	Collins		X	X	X	X	X	X	X	X	X
SAC Chairperson	Zerbo	Supplement	X	X	X	X	X	X	X	X	X
Samaritans 365	Posner		X	X	X	X	X	X	X	X	X

110 4254
110 4254
1033 786
103 8797
1005145
1005647



<input checked="" type="checkbox"/> School Newspaper																				
<input checked="" type="checkbox"/> Science Honor Society	1034650														X	X	X	X	X	
<input checked="" type="checkbox"/> SECM E																				
<input type="checkbox"/> Senior Class Sponsor																				
<input type="checkbox"/> Sign Language Club																				
<input type="checkbox"/> Social Studies Academic Games																				
<input checked="" type="checkbox"/> Social Studies Honor Society	1002377													X	X	X	X	X	X	X
<input checked="" type="checkbox"/> Spanish Honor Society	1050398													X	X	X	X	X	X	X
<input checked="" type="checkbox"/> Sports Medicine / Athletic Training	103002													X	X	X	X	X	X	X
<input checked="" type="checkbox"/> Step Team	1032173													X	X	X	X	X	X	X
<input checked="" type="checkbox"/> Tech Club														X	X	X	X	X	X	X
<input type="checkbox"/> Theatre																				
<input checked="" type="checkbox"/> We Dine Together														X	X	X	X	X	X	X
<input checked="" type="checkbox"/> Women of Tomorrow	1070395													X	X	X	X	X	X	X

Supplement X
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 Supplement X

✓ Stage Club - Connor
 1123805

✓ R. Williams 1118259
 Freshman Class Sponsor

Memo

To: All Staff
From: Maureen Lehan
Date: August 14, 2017
Re: Club Supplements



F. Club

If you are planning to sponsor a club, please fill out this form and return it to me by **Thursday, August 31, 2017**. **Employees will be allowed one club each. Tutorials should not be considered clubs.**

All requests will be reviewed for approval and a final list of clubs will be available the first week of September. All club sponsors must submit a **final accounting of time**, activities and financial status at the end of the year before payment of the supplement can be made. Attached is a sign-in sheet for you to keep track of your monthly time and dates of the meetings. Please use this sheet for attendance and turn it in to Cindy Lucia, Athletic Director **each month**.

It is required you spend at least 20 student contact hours **outside the normal contract day** during the year as a sponsor.

Name CINDY LUCIA

Emp. # 1030002

Club/Activity STUDENT TRAINERS

Purpose of Activity TRAIN STUDENTS IN SPORTS MEDICINE

Meeting Room TRAINING ROOM, ATHLETIC FACILITIES

Meeting Days M-F

Please return to my mailbox no later than Thursday, August 31, 2017.

Thank you

OHHS Lions' Clubs

Club	Sponsor/Room	Meeting Days
Girls Who Code	Nimmi Arunachalam	Fridays
Model United Nations	Chelsea Baer	2 Thursdays a month
Spanish Honor Society	Adriana Carbone	Last Wed of the month
Roleplaying	Shawn Collins	Fridays
Hack Club	Laura del Calvo	Mondays
Rho Kappa/Social Studies	Thomas DiLorenzo	Tuesday/Wednesday AM/PM Alternate
Debate Club	Zach Rubin-Goldstein	Wednesdays
French Club	Lise Gilly	2 nd Thursdays
Science Honor Society	Sarah Hamilton	Four times a month AM/PM
Stage Crew	Connor Hadel/ Heather Fishback	Wednesdays
Step Team	Fatosha Johnson Andreana Butler	Mondays & Wednesdays
OAPA	Kelly Lawrence	Tuesday mornings/afternoons
Best Buddies	Joseph Leaming	Thursdays
Sports Medicine Training	Cindy Lucia	Mondays & Fridays
AVID Cosplay Club	Amanda Ludy Amanda Ludy	Wednesdays Tuesdays
FBLA	Cheryl Marshall Shimmel	Tuesdays/Thursdays Twice a month
Technology	Wesley Moore	Odd Thursdays
We Dine Together	Sharon Neubauer	Tuesdays
Chinese Club	Yinjie Qian	3 rd Monday of the month
Sign Language Club Educate Volunteers	Sarah Rew Sarah Rew	Every other Monday Last Thursday of the month
Boys Basketball Club	Matthew Ryder	Mondays & Wednesdays
Criminal Justice	Minda Phinney	Tuesdays
Samaritans365	Deborah Posner	2 nd Thursday of the month
FCCLA	Eric Schlossberg	Tuesdays @ 3:00
Game of Life	Margaret Sclafani	Mondays

A - Club A - Sponsor A - Oct A - Sept A - Aug A - Oct-Nov A - Dec Jan Feb Mar Apr May

A - Club	A - Sponsor	A - Oct	A - Sept	A - Aug	A - Oct-Nov	A - Dec	Jan	Feb	Mar	Apr	May
GSA Support	K. Keithley	X	X	X	X	X	X	X	X	X	X
SECME	Arunachalam	X	X	X	X	X	X	X	X	X	X
Green Team	Kerry Ferravito										
SECME / Girls Who Code	Arunachalam	X	X	X	X	X	X	X	X	X	X
Spanish Honor Society	Carbone	X	X	X	X	X	X	X	X	X	X
Social Studies Honor Society	DiLorenzo	X	X	X	X	X	X	X	X	X	X
Chess	Ludy	X	X	X	X	X	X	X	X	X	X
AVID Club	Ludy	X	X	X	X	X	X	X	X	X	X
Model UN	Seating										
Science Honor Society	Hamilton	X	X	X	X	X	X	X	X	X	X
Key Club	Weiland	X	X	X	X	X	X	X	X	X	X
OAPA	Lawrence	X	X	X	X	X	X	X	X	X	X
NHS	Koher	X	X	X	X	X	X	X	X	X	X
Music Honor Society	Andreacchio	X	X	X	X	X	X	X	X	X	X
Hip Hop Dance Team	Sackowitz	X	X	X	X	X	X	X	X	X	X
IOH Saves the World	Manwaring	X	X	X	X	X	X	X	X	X	X
FBLA	Shimmel	X	X	X	X	X	X	X	X	X	X
Excerpt Honor Society	Morales										
Drama Club	Polewski	X	X	X	X	X	X	X	X	X	X
Best Buddies	Leaming	X	X	X	X	X	X	X	X	X	X
FFEA	Pomerantz	X	X	X	X	X	X	X	X	X	X
Samaritans 365	Posner	X	X	X	X	X	X	X	X	X	X
Chinese Club	Qian	X	X	X	X	X	X	X	X	X	X
Jewish Student Union	Sommer	X	X	X	X	X	X	X	X	X	X
Math Honor Society	Sommer	X	X	X	X	X	X	X	X	X	X
Criminal Justice Club	Phinney	X	X	X	X	X	X	X	X	X	X
SAC Chairperson	Zerbo	X	X	X	X	X	X	X	X	X	X
Step Team	Fatosha	X	X	X	X	X	X	X	X	X	X
Special Olympics and Lions Club	Kelly Lewis	X	X	X	X	X	X	X	X	X	X
Sports Medicine / Athletic Training	Lucia	X	X	X	X	X	X	X	X	X	X
Social Studies Academic Games	Farese	X	X	X	X	X	X	X	X	X	X
AG	Garavito										
Junior Class Sponsor	Haber	X	X	X	X	X	X	X	X	X	X
Fashion Club	Hampton	X	X	X	X	X	X	X	X	X	X
Earth Club	Korn	X	X	X	X	X	X	X	X	X	X
Engineering Club	MacKay	X	X	X	X	X	X	X	X	X	X
Technology Club	Moore	X	X	X	X	X	X	X	X	X	X
Pre-Med	Rew	X	X	X	X	X	X	X	X	X	X
Theatre	Rew	X	X	X	X	X	X	X	X	X	X

Supplement

Supplement

Supplement

Supplement

Supplement

Supplement

Supplement

Supplement

Supplement

Supplement

1050398

1106114

1034658

1079130

1094195

1005647

1018940

1108708

1110095

1100270

OHHS Lions' Clubs

Club	Sponsor/Room	Meeting Days
Richard Andreacchio	Tri-M Music Honor Society	2 nd & 4 th Monday of the month
Nirmala Arunachalam	Girls Who Code SECME	Fridays Wednesdays
Adriana Carbone	Spanish Honor Society	Last Wednesday of the month
Tom DiLorenzo	RHO Kappa Social Studies Honor Society	Wed/Thurs every 2 weeks
Alexis Duffy	FFEA	TBD
Katerina Garavito	AG	Tuesdays (after 10/8)
Amber Haber	Junior Class Sponsor	TBD
Sarah Hamilton	Science Honor Society	1 st Odd & Even day of each month
Fatosha Johnson	Step Team	Mondays & Wednesdays
David Keithley	School Newspaper	Every 4 th period
Vanessa Koher	National Honor Society	TBD
Larry Korn	Earth Club	Tuesdays (after 10/8)
Kelly Lawrence	OAPA Underclassmen	1 st Wed of each month
Joseph Leaming	Best Buddies	1 st Fri. of each month
Cindy Lucia	Asst. Sports Training	M-F
Amanda Ludy	AVID Club Cosplay	Thursdays Wednesdays
Lachlan Mackay	Engineering Club	1 st & 3 rd Wed of each month
Renee Manwaring	Save Our World	Every other Monday Starting 8/29
Leevy Mears	Health & Wellness	Fridays in Sept. & Oct
Wesley Moore	Technology Club	Thursdays
Yinjie Qian	Chinese Club	3 rd Mon. of each month
Cheryl Marshall Shimmel	FBLA	2X a month on Thursdays
Minda Phinney	Criminal Justice	One Tuesday a month
Kimberly Polewski	Drama Club	First Thursday of the month

Club

Olympic Heights High

Memo

Supplement

To: All Staff
From: Maureen Lehan *JCL*
Date: August 12, 2016
Re: Club Supplements

If you are planning to sponsor a club, please fill out this form and return it to me by **Friday, August 26, 2016**. **Employees will be allowed one club each.** **Tutorials should not be considered clubs.**

All requests will be reviewed for approval and a final list of clubs will be available the first week of September. All club sponsors must submit a **final accounting of time**, activities and financial status at the end of the year before payment of the supplement. Attached is the sheet for you to keep track of your time and dates of the meetings. Please use this sheet for attendance and turn it in to Cindy Lucia, Athletic Director **each month**.

It is required you spend at least 20 student contact hours **outside the normal contract day** during the year as a sponsor.

Name CINDY LUCIA
 Emp. # 1030002
 Club/Activity ASSISTANT SPORT TRAINING
 Purpose of Activity TEACH STUDENTS INS/OUTS OF SPORTS MEDICINE
 Meeting Room TRAINING ROOM
 Meeting Days M-F (AUGUST-NOV) WED (JAN-APR) M-F (MAY)

Please return to my mailbox no later than Friday, August 26, 2016.

Thank you

FY-16

Cindy Lucia
Athletic Dir
\$4915⁰⁰

Cassie Beck
Asst. Ath Dir
\$2500⁰⁰

Cindy Lucia
Sports Medicine Trainer
Club \$562⁰⁰

Memo

*Supplement.
What is this one?*

To: All Staff
From: Maureen Lehan
Date: August 11, 2015
Re: Club Supplements

If you are planning to sponsor a club, please fill out this form and return it to me by **Friday, August 28, 2015**. **Employees will be allowed one club each. Tutorials should not be considered clubs.**

All requests will be reviewed for approval and a final list of clubs will be available the first week of September. All club sponsors must submit a **final accounting of time**, activities and financial status at the end of the year before payment of the supplement. Attached is the sheet for you to keep track of your time and dates of the meetings. Please use this sheet for attendance and turn it in to me **each month**.

It is required you spend at least 20 student contact hours **outside the normal contract day** during the year as a sponsor.

Name CINDY LUCIA

Emp. # 1030002

Club/Activity SPORTS ATHLETIC TRAINING

Purpose of Activity TEACH ATHLETIC TRAINING (TAPING, ICING, ETC)

Meeting Room ATHLETIC TRAINERS ROOM

Meeting Days M-F + GAME DAYS

Please return to my mailbox no later than Friday, August 28, 2015.

Thank you

REMAINING GENDER EQUITY FUNDS 2019

Dept	Dept Desc	Fund	Fund Code	Function	Function Description	Account	Account Description	Program	Program Code Description	Bud Mgr	Local Code	Local Code Description	Budget Period	Budget	Expenses	Available Budget*	Percent Available
2181	Olympic Heights High	1000	General Fund	5150	General K-12 Classroom	551100	Supplies	3035	Gender Equity	2181	0	School/Department Wide	2019	10,000.00	#####	4,337.01	43.37

Activity #: 19-0003
 OIG Staff: WAW/SPL
 Date Rec'd: 5/6/19 Pages: 1
 Rec'd: OIG Staff
 Redacted: Yes No N/A Req'd TBD
 Exhibit/Reference #: 4



Department of Health

KELSEY ANN JACOBS

License Number: AL4247

Data As Of 4/26/2019

Profession	Athletic Trainer
License	AL4247
License Status	CLEAR/ACTIVE
License Expiration Date	9/30/2020
License Original Issue Date	07/20/2015
Address of Record	5030 Champion Blvd Suite D9 BOCA RATON, FL 33496 UNITED STATES

Discipline on File No
Public Complaint No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

Activity #: 19-0003
 OIG Staff: Watson
 Date Rec'd: 5/6/19 Pages: 1
 Rec'd: OIG staff
 Redacted: Yes No N/A Req'd TBD
 Exhibit/Reference #: 5



Activity #: 19-0003
OIG Staff: LHWSPN
Date Rec'd: 5/6/19 Pages: 1
Rec'd: OIG Staff
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 6

Become Certified

To become a certified athletic trainer, a student must graduate with bachelors or master's degree from an accredited professional athletic training education program and pass a comprehensive test administered by the Board of Certification (BOC). Once certified, he or she must meet ongoing continuing education requirements in order to remain certified. Athletic trainers must also work in collaboration with a physician and within their state practice act.

Eligibility for the BOC exam is contingent upon completion of a program accredited by the Commission on Accreditation of Athletic Training Education (CAATE) that must instruct the competencies within the curriculum. Passage of the certifying examination is a requirement for licensure in most states.

The ATC® Credential

The ATC® credential and the BOC requirements are currently recognized by 49 states plus the District of Columbia for eligibility and/or regulation of the practice of athletic trainers. The credibility of the BOC program and the ATC® credential it awards are supported by three pillars: (1) the BOC certification examination; (2) the BOC Standards of Professional Practice, and Disciplinary Guidelines and Procedures; and (3) continuing competence (education) requirements.

BOC certification is recognized by the National Commission for Certifying Agencies and is the only accredited certification program for athletic trainers. To be certified, an individual must demonstrate that he or she is an athletic trainer capable of performing the required duties without threat of harm to the public. The BOC traditionally conducts annual examination development meetings during which athletic trainers and recognized experts in the science of athletic training develop, review and validate examination items and problems. The knowledge, skills, and abilities required for competent performance as an entry-level athletic trainer fall into three categories:

1. Understanding, applying, and analyzing;
2. Knowledge and decision-making;
3. Special performance abilities.

BOC-certified athletic trainers are educated, trained and evaluated in five major practice domains:

1. Injury and illness prevention and wellness promotion
2. Examination, assessment and diagnosis
3. Immediate and emergency care
4. Therapeutic intervention
5. Health care administration and professional responsibility

www.nata.org/about/athletic-training/obtain-certification

5/10/2019

School District of Palm Beach County Mail - Supplement Certification



Activity #: 19-0003
 OIG Staff: LAWSON
 Date Rec'd: 5/9/19 Pages: 5 >ls.org>
 Rec'd: Kelly Burke
 Redacted: Yes No N/A Req'd TBD
 Exhibit/Reference #: 7

Supplement Certification

15 messages

TANYA Lawson <tanya.lawson@palmbeachschools.org>
 To: Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>
 Cc: Maureen Lehan <maureen.lehan@palmbeachschools.org>

Thu, May 9, 2019 at 3:26 PM

At the bottom of the supplement screen in PeopleSoft, there is a line that reads "I certify that I have reviewed the supplements and each employee is entitled to receive the payment per the contract." Who certifies this and how is it certified? by clicking a button? Does it not require that the principal certify the supplements that are being input into PeopleSoft, and how would the certification work?

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

Kelly Mills Burké <kelly.millsburke@palmbeachschools.org>
 To: tanya.lawson@palmbeachschools.org

Thu, May 9, 2019 at 3:49 PM

Your message

To: Kelly Mills Burke
 Subject: Supplement Certification
 Sent: 5/9/19, 3:26:45 PM EDT

was read on 5/9/19, 3:49:56 PM EDT

Maureen Lehan <maureen.lehan@palmbeachschools.org>
 To: Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>, TANYA LAWSON <tanya.lawson@palmbeachschools.org>

Fri, May 10, 2019 at 6:44 AM

The supplements are typed and given to the Head Secretary by the Athletic Director which the principal has always trusted to submit the correct information. The information is then entered into Peoplesoft for payment.

The information given to the IG office had the names and sports submitted by the Athletic Director for payment.

Maureen Lehan
School Administrative Assistant
Olympic Heights High School
PX: 26902 561-852-6902
FAX: 26974 561-852-6974

On Thu, May 9, 2019 at 3:50 PM Kelly Mills Burke <kelly.millsburke@palmbeachschools.org> wrote:

Maureen,
 Can you answer this for me tomorrow a.m. and I will respond.
Kelly Mills Burke/Principal
Olympic Heights Community High School

1/5



"Average leaders raise the bar on themselves; good leaders raise the bar for others; great leaders inspire others to raise their own bar."

Orrin Woodward

[Quoted text hidden]

TANYA Lawson <tanya.lawson@palmbeachschools.org>
To: Maureen Lehan <maureen.lehan@palmbeachschools.org>

Fri, May 10, 2019 at 7:03 AM

Good morning,

Please review my initial question:

"At the bottom of the supplement screen in PeopleSoft, there is a line that reads "I certify that I have reviewed the supplements and each employee is entitled to receive the payment per the contract." Who certifies this and how is it certified? by clicking a button? Does it not require that the principal certify the supplements that are being input into PeopleSoft, and how would the certification work?"

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

[Quoted text hidden]

tanya.lawson@palmbeachschools.org <tanya.lawson@palmbeachschools.org>
To: maureen.lehan@palmbeachschools.org, maureen.lehan@palmbeachschools.org

Fri, May 10, 2019 at 7:03 AM

Your message

To: maureen.lehan@palmbeachschools.org
Subject: Re: Supplement Certification
Sent: 5/10/19, 6:44:37 AM AST

was read on 5/10/19, 7:03:25 AM AST

maureen.lehan <maureen.lehan@palmbeachschools.org>
To: TANYA Lawson <tanya.lawson@palmbeachschools.org>, Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>

Fri, May 10, 2019 at 7:07 AM

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Since I am the employee entering the information, I just checked the supplement sheet. I enter "submit" that the information is correct because that is the information I receive from the Athletic Director. The school should be able to trust that the information we are given is correct.

Maureen Lehan
School Administrative Assistant
Olympic Heights High School
PX: 26902 561-852-6902
FAX: 26974 561-852-6974

[Quoted text hidden]

TANYA Lawson <tanya.lawson@palmbeachschools.org>
 To: Maureen Lehan <maureen.lehan@palmbeachschools.org>

Fri, May 10, 2019 at 7:10 AM

So, is it your statement that you are certifying that the information is correct? When does the principal review the information provided to him/her?

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

[Quoted text hidden]

tanya.lawson@palmbeachschools.org <tanya.lawson@palmbeachschools.org>
 To: maureen.lehan@palmbeachschools.org, maureen.lehan@palmbeachschools.org

Fri, May 10, 2019 at 7:14 AM

Your message

To: maureen.lehan@palmbeachschools.org
 Subject: Re: Supplement Certification
 Sent: 5/10/19, 7:07:25 AM AST

was read on 5/10/19, 7:14:14 AM AST

Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>
 To: Maureen Lehan <maureen.lehan@palmbeachschools.org>
 Cc: TANYA Lawson <tanya.lawson@palmbeachschools.org>

Fri, May 10, 2019 at 7:19 AM

Agreed

Also, the employee cashed the check/accepted the direct deposit with it stating "swimming/soccer/etc...supplement", which she knew she did not coach and did not attempt to notify the school of the mistake in her check.

Kelly

[Quoted text hidden]

[Quoted text hidden]

TANYA Lawson <tanya.lawson@palmbeachschools.org>
 To: Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>

Fri, May 10, 2019 at 7:21 AM

With Principal Burke, when is she reviewing the supplements, before or after you submit to PeopleSoft or not at all?

Tanya M. Lawson
 Office of Inspector General

3/5

5/10/2019

School District of Palm Beach County Mail - Supplement Certification

Investigator
561-434-8511
PX 48511

[Quoted text hidden]

Maureen Lehan <maureen.lehan@palmbeachschools.org>

Fri, May 10, 2019 at 7:35 AM

To: TANYA Lawson <tanya.lawson@palmbeachschools.org>, Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>

Tanya,

I am **certifying** that I enter the information because that is what is **submitted to me by the Athletic Director**. I am not on the fields to know if the information is correct. That is not my job. The principal and I trust that the information is always correct. Once the information is paid to the employees, it is stated on their paycheck why they are receiving the money. If there is an error and I am notified, I could make a correction. I have not received any information that the employees were paid incorrectly for a supplement.

As the principal stated previously, he trusted the Athletic Director that she was submitting the correct information.

Maureen Lehan
School Administrative Assistant
Olympic Heights High School
PX: 26902 561-852-6902
FAX: 26974 561-852-6974

[Quoted text hidden]

Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>
To: TANYA Lawson <tanya.lawson@palmbeachschools.org>
Cc: Maureen Lehan <maureen.lehan@palmbeachschools.org>

Fri, May 10, 2019 at 8:03 AM

*At the end of each season, a comprehensive list is sent from the Athletic Director to the Principal's Secretary. It is then submitted into people soft and payed out through compensation/payroll a few weeks later.

Does that answer your question?

[Quoted text hidden]

[Quoted text hidden]

tanya.lawson@palmbeachschools.org <tanya.lawson@palmbeachschools.org>
To: maureen.lehan@palmbeachschools.org, maureen.lehan@palmbeachschools.org

Fri, May 10, 2019 at 9:18 AM

Your message

To: maureen.lehan@palmbeachschools.org
Subject: Re: Supplement Certification
Sent: 5/10/19, 7:35:55 AM AST

was read on 5/10/19, 9:18:56 AM AST

4/5

TANYA Lawson <tanya.lawson@palmbeachschools.org>
To: Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>

Fri, May 10, 2019 at 9:24 AM

No, not exactly. My question did not pertain to the process. I established that during my visit. My question is in relation to the certification statement that is listed at the bottom of the PeopleSoft screen where someone is to certify that the person or persons that will receive the supplements are entitled to receive the supplement. Who has the authority to certify the supplements are accurate and going to the entitled individual(s)? When do you, as the principal, review the supplements, and do you give Ms. Lehan the authority to certify that "yes, the individuals are entitled to the supplements?"

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

[Quoted text hidden]

Kelly Mills Burke <kelly.millsburke@palmbeachschools.org>
To: TANYA Lawson <tanya.lawson@palmbeachschools.org>

Fri, May 10, 2019 at 9:50 AM

The secretary signs in, not the principal on people soft. They implement all of the information based on the information given from the athletic director. I can not speak for Dave Clark, but from what I know, he trusted her, since she was in a leadership role to submit the correct information to Maureen. I came in Sept. 17th. The first round of supplements were put in the same way (I probably saw the print out from Maureen and said o.k.) but honestly don't remember nor would I know who was actually coaching at that time. The second round of supplements is when I changed the procedures (needed to review it before she inputted it) since I had not established a "trusting" relationship with the AD yet. That is when I contacted the IG dept. and questioned the supplements--did not put them through.

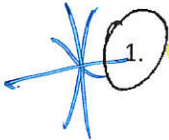
[Quoted text hidden]

[Quoted text hidden]

5/5

Activity #: 19.0003
OIG Staff: Lawson
Date Rec'd: 5/6/19 Pages: 1
Rec'd: OIG staff
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 8

APPENDIX B - SUPPLEMENTS



1. Unless otherwise noted herein, supplements are paid for services/duties performed beyond the regular duty day. Therefore, employees, excluding High School Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.
2. The Parties agree that when filling these supplemental positions, the responsibilities/duties associated with each supplement may be divided among two or more employees. When this occurs, the supplement's salary will be divided between or among those employees who are sharing the supplement's responsibilities/duties. If the employees sharing the supplemental responsibilities/duties cannot agree on which duties and/or how often such duties are to be the responsibility of each employee, the principal will be asked to intervene to determine which duties and/or how often these duties will be assigned to each employee. When doing so, the Principal will not act in an arbitrary and capricious manner, and his/her decision will be final.
3. The Parties also agree that should the District determine that no employee at a work site is qualified to perform the responsibilities of a particular supplement or if no employee at that work site wishes to fill the supplement, the District may fill the position with an employee assigned to a different work site or with personnel not in the T-bargaining unit.

CATEGORY 1 - \$5,460 (\$5,734 as of July 1, 2018 and \$6,020 as of July 1, 2019)

- Athletic Trainer
- One per School District – Executive Director High School Athletics

CATEGORY 2 - \$4,915 (\$5,161 as of July 1, 2018 and \$5,420 as of July 1, 2019)

- High School Athletic Director

CATEGORY 3 - \$4,110 (\$4,316 as of July 1, 2018 and \$4,532 as of July 1, 2019)

- High School Head Coach Football
- High School Band Director
- High School Head Coach Basketball
- School Psychologist Administrative Duties

CATEGORY 4 - \$3,275 (\$3,439 as of July 1, 2018 and \$3,611 as of July 1, 2019)

- High School Head Coach Baseball
- High School Cheerleading Varsity Coach (2 semesters)
- High School Varsity Female Sports Coach (one supplement for each Varsity Female Sport offered)
- High School Head Coach Lacrosse
- High School Head Coach Soccer
- High School Head Coach Softball
- High School Head Coach Swimming
- High School Head Coach Wrestling
- High School Head Coach Track
- High School Head Coach Volleyball

Supplement Guidelines

Activity #: 19-0003
OIG Staff: LAWSON
Date Rec'd: 5/6/19
Rec'd: OIG Staff
Pages: 15
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 9

GENERAL:

The purpose of this document is to establish guidelines and procedures for the various types of supplements based on Collective Bargaining Agreements, job titles, certifications, etc. Please refer to the specific Collective Bargaining Agreement (CBA) for rules and requirements regarding supplements. The work instructions for processing supplements can be found on the Enterprise Resource Planning (ERP) website.

http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/work_instructions/partnerhr.asp

A **Supplement** is a recurring amount paid to an employee per pay period for a specified range of pay periods. Payment amounts may range from 1 to 20 payments based on the payment model attached to the wage type and the start date of the supplement.

Broward County Public Schools has identified specific wage types as supplements. Please refer to the Supplement listing document for those wage types that are considered supplements.

<http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/SupplementsList08142014.PDF>

Supplements are stored in SAP on infotype 0014. Also, a Supplement Report is available in SAP.
http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/Supplement_Report_07242012.pdf

General Eligibility

An applicant must be a salaried employee of the District. Typically, a supplement is given to a current member of the location's staff; however, there may be some instances when the selected candidate is not part of the location's staff (i.e. athletic coach). Substitute teachers and other temporary positions are not eligible to receive a supplement, except for athletic coaching positions.

The principal/supervisor is responsible for selecting a candidate, ensuring the candidate meets the requirements, and understands the responsibilities of the supplement work. A supplement is for duties that are not part of an employee's regular job and are in "excess of his/her regular duties".

i.e. a micro-computer specialist is not eligible to receive the Micro Tech Supplement because being the micro tech is part of their responsibilities; the High School Student Assessment Coordinator is not eligible to receive the testing coordinator supplement because that position is responsible for coordinating testing.

Each supervisor must review the supplement language contained in each employee's collective bargaining agreement to determine which supplements are required versus "in excess of duties."

The Teacher Collective Bargaining Agreement, Appendix F, categorizes supplements as required, general or special. The supplements categorized as "general or special" are per the principal's discretion and if being performed in excess of his/her regular duties.

For example, bus duty, club sponsor, ESE Specialist, etc. are recommended by the principal. A Guidance Director supplement is NOT listed as a "general or special" supplement and is required. It has a specific job description.

Supplement Guidelines

A **One-time Payment** is a lump-sum payment made to an employee for one pay period. Broward County Public Schools has identified specific wage types (i.e. workshop, ticket taker, etc.) as one-time payments. Please refer to the One-time Payment Guidelines and the Athletic Event reference documents for those wage types that are considered one-time payments. One-time payments are stored in SAP on infotype 0015.

http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/One_Time_Athletic_Events_WageTypes.04.02.2013.pdf

A. **PROCEDURES**

1. **Advertise:** All supplemental positions must first be advertised internally within the location. If the position is not filled from within, the location submits a Requisition in Applitrack to have the supplemental position posted.

When assigning supplemental duties, preference shall be given to applicants within the District. In accordance with The Public Records Law, a school/department must retain a record of the advertisement, resumes submitted, and selection criteria for four (4) years.

2. **Supplemental Listing:** A listing of all supplements is available at <http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/SupplementsList08142014.PDF>. The listing identifies employee groups that are eligible to receive the supplement and the amount to be entered when creating the supplement.
 - a. Instr = Instructional employees
 - b. Clerical = Clerical and COPA employees
 - c. ESP = Education Support Professionals
 - d. Others = Bargaining units not specifically listed
3. **Qualifications:** Candidates must meet the requirements specified in the job description, if one exists. Job descriptions for supplements are available at <http://www.broward.k12.fl.us/Compensation/JDPDF/jdsearch2.asp>. If candidates' qualifications are essentially equal, preference in making appointments to supplemental positions shall be given to employees within the District. All supplemental positions shall be vacated annually.
4. **Start Date:**

An active SBBC employee: date the supplement was entered into SAP, or a future date may be used.

New Hire: date the employee was cleared by the Talent Acquisition Department.

Athletic Coach (not a teacher): date is the day cleared by Talent Acquisition. See the Onboarding Database for the approval date.

NOTE: Athletic supplements can be created prior to the Athletic Calendar being released. The payment model will determine when the payments are processed.

http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/AthleticCalendar2016_2017_HIGH.pdf

Supplement Guidelines

An athletic coach must have approval by Talent Acquisition to be eligible to participate in camps and training, prior to the official season beginning.

Any exceptions to these procedures will require the department head/principal to submit a letter of rationale to the Director, Talent Acquisition & Operations (TAO). The letter will be reviewed with the appropriate Senior Leader and the Superintendent of Schools for approval.

The letter of rationale must include the following:

- Supplement name and wage type
- Effective dates for the supplement
- Name and personnel number of employee receiving the supplement
- Location name and number requesting payment
- Reason why the supplement was not entered in a timely manner prior to the effective date
- Approval by the location's Senior Leadership Team Member (i.e. Chief School Performance and Accountability Officer).

5. **End Date:** When entering a supplement, the end date of the activity can be 12/31/9999.
- Most supplements will be delimited at the end of each school year; however, the supplements listed below will be "rolled-over" and continued. (Updated list will be shared at the End of School Blackboard Sessions.)
 - Supplements for instructional employees that transfer or are reassigned or are no longer assigned the supplement must be delimited. Use the *Delimit Supplement iForm*.

List of Supplements Approved to Continue Each Year. If a location needs to discontinue any of the supplements listed below, the location must submit a *Delimit Supplement iForm*.

- Band Director (High and Middle) (8L54)
- ESE District and Area Monitor Specialist (8M40)
- ESE Specialist (8M42)
- Family Counselor (8M43)
- Guidance Director (High – 8E00 and Middle 8E01)
- National Board Professional Teaching Standard (8M65): use validity date of certificate.
- Orchestra Director (8L55)
- Psychologist (8E15)
- ROTC (8M73)
- Security Campus Monitor Coverage (8M68)
- Security Specialist (8P96)
- SLP National Clinical Certification (8M45): use validity date of certificate.
- Speech Language (8M44)

Supplement Guidelines

- Visiting Teacher/Social Worker (8E30)
- Visually Impaired Teacher (Itinerant) (8M41)
- Vocal Director (Middle & High) (8L53 & 8L56)

6. **Number of Supplements per Employee:** SBBC Policy 6210 states - *“School employees shall be limited to two (2) supplements performed during the school day and additional supplements would require a waiver.”* If an employee receives three or more supplements for duties performed **during the school day** that are not considered “Job Specific”, the Waiver Request for More than Two Supplemental Assignments must be completed and signed by the Chief School Performance and Accountability Officer or Senior Leadership Member prior to assigning the duties to the employee. The form is located at:
<http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/SupplementsWaivReqMoreThanTwoAssign0912.pdf>

NOTE: Supplements that are job-specific (see section on pages to follow) – Academic - Job Specific, i.e., ESE Specialist, School Social Worker, Speech-Language Pathologist, etc. or performed after school (i.e. athletic coaches) do not count towards the limit of two (2) supplements performed during the school day.

7. Supplements may be shared by employees provided the amount of time required to perform the duties is divided proportionately. Enter the correct amount the employee is to receive when you create the supplement.
8. An employee cannot receive compensation for two supplemental positions for the same hours of work or performed at the same time (i.e., it is not permissible to compensate someone as an Athletic Director and a football coach). In these situations, it is important to use the start and end date of the season.
9. The majority of supplements paid to Broward County Public Schools employees are outlined in the BTU Collective Bargaining Agreement, Appendix F – Supplementary Pay Schedule; however, other Collective Bargaining Unit agreements, such as FOPE-clerical and BTU-Educational Support Personnel, also cite specific supplements allowed for their specific groups.
10. **Funding:** The location identifies on their approved budget the amount of funding to allocate for supplements (5801771040000000).

B. TIMELINE FOR SUPPLEMENT SUBMISSION AND BOARD APPROVAL

In accordance with SBBC Policy 6210, Recommendations for supplemental positions **should** be presented to the Board for approval prior to the date the supplemental position begins. Supplements must be entered into SAP on or before the start date of the supplement. Listed below are approximate dates when locations should enter supplements. Remember to begin the supplements using a date in the fiscal year (July 1,

Supplement Guidelines

20YY – 12/31/9999). Any changes to the supplemental assignments must be entered immediately upon selection.

<i>Supplement/Athletic Season Begins*</i>	<i>Supplement Entered and approved by Principal</i>	<i>Supplement Presented to Board</i>
Summer (July - August)	Last week of June or when directed by ERP/BRITE*	July/August
Fall (September – November)	2nd week of August	August/September
Winter (October – February)	2 nd week of September	September/October
Spring (Jan – June)	2 nd week of December	January
*If recommending a new athletic coach for camps and training, prior to the official season beginning, enter the supplement upon hiring. This will allow the coach to participate in the pre-season conditioning.		

*If entering supplements for upcoming school year, it is imperative that 7/1 of upcoming year be used, or supplement may be delimited when delimit program is run.

C. TYPES OF SUPPLEMENTS

Supplements are divided into several categories:

1. Athletic,
2. Academic;
3. Academic - Job Specific;
4. Academic - Competition & Academic Games;
5. Nonspecific.

1. **ATHLETICS** - Various sports and Athletic Directors. These supplements are identified in the BTU Collective Bargaining Agreement, Appendix F. They may be offered to employees in other bargaining units, as long as the supplement does not interfere with their primary job/hours.

a. Athletic supplements consist of three seasons: fall, winter and spring. The amounts are outlined in the BTU Collective Bargaining Agreement, Appendix F.

b. Payments

- In order to receive full payment, start date must be prior to the season start date, if candidate is eligible. Otherwise, payment will be prorated depending on the start date. Review the Athletic Calendar located on ERP or Payroll site and here for your convenience http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/AthleticCalendar2016_2017_HIGH.pdf.
- High school coaches receive two (2) payments per sport per season. Cheerleading and Drill team run for two seasons, and these coaches will receive four (4) payments.

Supplement Guidelines

- Middle school coaches receive one (1) payment per sport.
- Athletic Directors and Assistant Directors receive twenty (20) payments.
- When creating the supplement, the location enters the amount that will be paid each payment. The amounts are listed on the Supplement Listing.
- The Athletic Calendar indicates the dates of the sport and the payment dates. The supplement must have a start date prior to the “Pay From Date” in order for the coach to receive full payment. The end date can be 12/31/9999. The payment dates are determined by the wage type assigned to the supplement. See Start Date section to determine when effective date should be.

c. High School Athletic Coaches

- Review the Athletic Coach Job Description and Process Instructions located at http://www.broward.k12.fl.us/teacher/location_use/index.html. The hiring principal is responsible for contacting references. It is recommended that a reference be obtained from the candidate’s last employer and/or coaching position.
- All coaches (volunteer or paid) must have Level 2 security authorization and sign the Athletic Coach Form.
- Paid coaches, that are not teachers, must be approved by Talent Acquisition – Instructional (TAO) before the coach can begin in the position.
 - A coach must have at least a high school diploma and be eligible or hold a valid Florida Educator’s certificate or an Athletic Coaching certificate. TAO will verify the coach meets the requirements.
 - A CPR license is required for a coach to earn their professional certificate

d. Athletic Director (AD) & Assistant Athletic Director (AD)

- Review the Athletic Director Job Description. The assistant athletic director must be able to perform all the job responsibilities listed in the Athletic Job Description.
- Must be a full-time employee and must hold a valid Florida educator or Athletic Coaching certificate
- If the athletic/assistant director is coaching a sport, the AD supplement must be delimited during the season to receive a supplement for coaching (Policy 6210, #2).

2. **ACADEMIC** - These supplements are specifically named in the various Collective Bargaining Agreements (CBA) (Instructional, Clerical, Education Support

Supplement Guidelines

Professional and Campus/Security Monitors) and indicate the specified amount to be paid. The annual amounts are set and may not be changed.

- Payments will begin based on the start date entered and are per pay period. Therefore, if the start date is in the middle of a pay period, the full payment for that pay period will be received. It does not get prorated for a pay period.
 - o For example, Payroll Period is from 8/28/2016 – 9/10/2016 and each pay period is worth \$300. If the start date is 9/8/2016, the employee will receive the full \$300.
- These supplements must be entered into SAP by the first week of school if the person has been selected.
- SAP pays in 20 equal payments.
- Job Descriptions for some of these supplements are available on the District job description database:

<http://www.broward.k12.fl.us/Compensation/JDPDF/jdsearch2.asp>

a. **Department Chairperson or Team Leader:**

1. The department chairperson supplement is based on the number of staff members at a location (including the dept chair/team leader) as of October 1st. If the number of staff members increases, the supplement can be adjusted (see work instructions – Supplement Correction). If the number of staff drastically decreases, contact Payroll for instructions, as the adjustment may result in an overpayment.
http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/coursedocs/Supplement_Payments_Correction_07112011.pdf
2. Payment: \$156.00 per employee with a minimum of \$717.00 (4 employees). The staff member breakdown/amounts identified on the Supplement Listing are there to assist with the calculation. The formula to calculate the amount per pay period is: $\$156 \times \text{number of employees}/20$.
3. Supplement to use at each level:
 - i. High School: Chairperson supplements are identified by subject. If the subject is not listed, select Chairperson/High School (WT-8H50).
 - ii. Middle School: Chairperson/team leader supplements are identified by subject. If the subject is not listed, select Chairperson/Middle School (WT-8H49).
 - iii. Elementary: For the grade level chairperson/team leader, select Chairperson/Team Leader (WT-8H31)

- b. **Chairperson/Textbook** (WT-8K86) - This supplement must be offered to an instructional employee first. If no one volunteers, it can be offered to a Clerical or ESP non-instructional employee. The rate of pay will be based on that employee's Collective Bargaining Agreement and number of students – see the Supplemental Listing.

Supplement Guidelines

- c. **Club Sponsor** (WT-8L63, 8P16 & 8P17) - This supplement is for employees who sponsor an organized club at a school (i.e. Chess Club, Math Club). The *Academic* Club Sponsor Supplement is for an instructional employee. A *Non-specific* Club Sponsor Supplement is available for other employees. This supplement is to be offered to an instructional member prior to being offered to other bargaining unit members. An employee can sponsor up to three (3) clubs, but the waiver for more than two supplements must be submitted. You must use a separate wage type for each club: Club Sponsor 1: WT-8L63, Club Sponsor 2 8P16; & Club Sponsor 3 8P17
- d. **Inservice Facilitator Supplement** (WT-8M15) - The District Inservice Facilitator supplement may only be assigned to a member of the professional development team. The employee must participate in coordinating and delivering the professional development curriculum. The supplement is paid based on the following:

<i>Wage Type</i>	<i>No of Employees</i>	<i>Annual Amt</i>
8M15	0 – 50 Units	\$521
	50 +	\$521 plus 7.17 per unit up to a maximum of \$1043

- a. **Extra Pay** (WT 8T02 & 8T03) – Per the CBA, Article 19, G,2, Extra Pay, teachers who teach an extra period shall receive \$6,000. An extra period shall mean teaching one class more than is required under the adopted school schedule. This supplement does not count towards the total number of supplements. **Do not create this supplement with a 12/31/9999 end date.**
1. **Process**
 - i. Location must submit the Extra Pay Form to their Cadre Director for approval.
 - ii. After form is returned, school can enter in the supplement.
 2. Middle School teachers are eligible to receive one Extra Pay Supplement.
 3. High School teachers may receive up to two Extra Pay Supplements.

NOTE: This excludes Atlantic, McFatter & Sheridan Technical Colleges, Broward Virtual and College Academy. Elementary (lowest 300) schools on an extended day must increase the employees work schedule to 8.5 hours.

3. **SPECIFIC – COMPETITION & ACADEMIC GAMES SUPPLEMENTS**

- a. (WT-8N81 – 8N97)
- b. These supplements may only be assigned to an instructional employee and require approval from the Student Activities Department. The iForm will flow to the approver.
- c. Locations receive a memo from Student Activities indicating the number of supplements that will be funded.

Supplement Guidelines

d. When creating these supplements, enter organizational unit 69535000 on the iForm. (Additional information is available in the HRAP work instructions).

4. ACADEMIC - JOB SPECIFIC

Select collective bargaining agreements provide supplemental pay based on an employee's job title or certification.

If in the teacher's CBA, Appendix F, the supplement is listed in the "General" or "Special" section. These supplements are paid in excess of regular teaching load/duty hours and are recommended by the principal/supervisor. In order to receive the supplement, the employee's job title must match the supplement. Some of these supplements are identified below with an asterisk (*).

These supplements do not count towards the total number of supplements an employee may hold as stated in SBBC Policy 6210.

If an employee is transferred or reassigned out of the job class title that entitled him/her to the supplement, the supplement should be delimited effective the day of the transfer or reassignment.

Employees will receive the annual amount divided into 20 equal pay amounts as specified in the Instructional BTU Collective Bargaining Agreement, Appendix F.

Listed below are the Job Specific Supplements and the job classes eligible to receive the supplement.

a. **Band Director (High and Middle)* (WT-8L54):** Designated Band Director.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900298	900298	TEACHER-MUSIC BAND DIRECTOR HIGH
12900292	900292	TEACHER-MUSIC BAND MIDDLE

b. **Behaviorally Complex Students Incentive (WT-3BEH)** – Educational Support Professionals who are assigned to monitor behaviorally complex students in Emotional Behavioral Disability (E/BD) cluster classrooms shall receive a supplement in the amount of \$1,500 annually.

Eligible educational support professionals shall receive only one (1) of the following incentives: (ESP Collective Bargaining Agreement, Article 17, Section Q)

- Special Education Centers
- Medical Procedures
- Behaviorally Complex Students

Supplement Guidelines

*NOTE: Medical Procedures supplement is entered and monitored by the IDEA grant administrator based on specific criteria. **Do not enter this supplement.** Coordinate with the grant administrator.*

- c. **ESE District and Area Monitor Specialist*** (WT-8M40) - Instructional employees assigned to the ESE department in the following job classes shall be eligible, if providing services in excess of regular duty hours and recommended by administrator.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13970131	970131	ASSISTIVE TECHNOLOGY PROGRAM SPECIALIST
13970134	970134	BEHAVIOR PROGRAM SPECIALIST
13970124	970124	ESE PROGRAM SPECIALIST
13970135	970135	PRE-K EVALUATION PROGRAM SPECIALIST
13980897	980897	SPECIALIST, CHILD FIND
13970125	970125	SPEECH/LANGUAGE PROGRAM SPECIALIST
13970126	970126	TEACHER-PROGRAM MONITOR (INSER/CUR)

- d. **ESE Special Education Center Incentive** (WT-8E10) - Education Support Professionals employed at the following locations shall receive an annual amount of \$300:

Bright Horizons	Lanier James	Whiddon Rogers
Cross Creek	Pine Ridge	Whispering Pines
Cypress Run	Seagull Center	Wingate Oaks
Dave Thomas	Sunset School	
Hallandale Adult	The Quest	

- e. **Exceptional Student Education (ESE) Specialist*** (WT-8M42) – ESE Specialists (including those in reduced positions) shall be eligible.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13970140	970140	TEACHER-ESE SPECIALIST
12903000	903000	TEACHER-ESE SPECIALIST & CLASSROOM TCHR
13903006	903006	TEACHER-ESE SPECIALIST & ESE TEACHER

- f. **Family Counselor*** (WT-8M43)

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13300381	300381	FAMILY COUNSELOR
13300380	300380	FAMILY COUNSELOR-ESE

- g. **Guidance Director Middle** (WT-8E01) and **Guidance Director High** (WT-8E00). This supplement is required based on the job title.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13300388	300388	GUIDANCE DIRECTOR MIDDLE
13300389	300389	GUIDANCE DIRECTOR HIGH

Supplement Guidelines

- h. **Media Center Coordinator (WT-8L65)** – A Media Specialist directing one or more employees. If the school does not have a media specialist and a non-instructional employee is assigned to the media room, the employee can receive the Additional Office Supplement.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13600702	600702	MEDIA SPECIALIST-MIDDLE
13600703	600703	MEDIA SPECIALIST-HIGH
13600701	600701	MEDIA SPECIALIST-ELEMENTARY
12903002	903002	TEACHER-MEDIA SPECIALIST & ELEMENTARY ED
13600904	600701	MEDIA SPECIALIST-CENTER
13600704	600704	MEDIA SPECIALIST-TECHNICAL

- i. **Media Center Director (WT-8L64)** – An instructional employee(s) can be designated to receive the Media Center Director supplement if directing two or more bargaining unit employees.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13600702	600702	MEDIA SPECIALIST-MIDDLE
13600703	600703	MEDIA SPECIALIST-HIGH

- j. **Music Assistant* (WT-8K82)** – An instructional employee(s) can be designated as the assistant to the Music Director. The employee shall be eligible if providing services in excess of regular duty hours and is recommended by an administrator.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900238	900238	TEACHER-MUSIC GENERAL HIGH
12900262	900262	TEACHER-MUSIC GENERAL MIDDLE

- k. **National Board Certified Teachers (NBCT) (WT-8M65)** – Broward County teachers who are certified through the National Board for Professional Teaching Standards and are classified as instructional personnel are eligible for the District supplement. The salary supplement is \$2,438 or 5% of the employee's base salary (**excluding entitlements/supplements**), whichever is greater, for the life of the certification, ten (10) years.

INSTRUCTIONS FOR PROCESSING WILL BE PROVIDED

- l. **Orchestra Director* (High and Middle) (WT-8L55)**: Designated orchestra director.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900296	900296	TEACHER-MUSIC ORCHESTRA HIGH
12900293	900293	TEACHER-MUSIC ORCHESTRA MIDDLE

Supplement Guidelines

- m. **Psychologist*** (WT-8E15) shall be eligible if providing services in excess of regular duty hours and is recommended by an administrator.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13730811	730811	SCHOOL PSYCHOLOGIST

- n. **ROTC (WT-8M73):** The ROTC Officer receives the ROTC Instructor in Charge, and the non-officer receives the Instruction in Charge of Equipment.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900870	900870	ROTC INSTR-CERTIFIED

- o. **Security Campus Monitor*** Coverage (WT-8M68): A Campus Monitor can be designated if he/she has completed the designated training and acts as the backup to the Security Specialist.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
16480910	480910	CAMPUS MONITOR

- p. **Security Specialist*** (WT-8P96): A Security Specialist may be designated if he/she is coordinating the on-site security responsibilities.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
16480600	480600	SECURITY SPECIALIST

- q. **Speech/Language Pathologist* (SLP)** (WT-8M44) – Employees holding the job title Speech/Language Pathologist (SLP) who are certified as SLP shall be eligible if providing services in excess of regular duty hours and is recommended by an administrator.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13900572	900572	SPEECH LANGUAGE PATHOLOGIST

- r. **Speech/Language Pathologist (National Clinical Certification)** (WT-8M45) – Instructional employee must be a Speech Language Pathologist (Job ID/class 13900572/900572) and hold a National Clinical certification **NOTE:** This supplement is created for the validity of the certificate with a 01/01/XXXX – 12/31/XXXX (calendar year instead of fiscal year.) The certificates are valid for one calendar year. Each year, employees shall submit appropriate documentation to Personnel Records to maintain the supplement.

- s. **Visiting Teacher/School Social Worker*** (WT-8E30) – Employees who hold the job title of School Social Worker shall be eligible if providing services in excess of regular duty hours and is recommended by an administrator.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
13960120	960120	SCHOOL SOCIAL WORKER

Supplement Guidelines

t. **Visually Impaired Teacher*** (WT-8M41)

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900226	900226	TEACHER-ESE VISUALLY IMPAIRED

u. **Vocal Director High*** (WT-8L53) and **Vocal Director Middle*** (WT-8L56):
Designated Vocal/Chorus Director.

<i>Job ID #</i>	<i>Job Class</i>	<i>Description</i>
12900297	900297	TEACHER-MUSIC VOCAL HIGH
12900294	900294	TEACHER-MUSIC VOCAL MIDDLE

5. **NONSPECIFIC** - A non-specific supplement is a supplement for additional task assignments which improve the school's programs and/or operations. The responsibilities are in excess of the employee's job responsibilities and are recommended by the respective principal/administrator. The non-specific supplements are not named in the Collective Bargaining Agreement but are identified on the Supplement List, and the ranges are specified in the appropriate Collective Bargaining Agreements. The principal/director determines the amount to be received.

The range of payment is specified in the specific Collective Bargaining Agreements. The range is divided into 20 equal amounts. Amounts per pay period are identified on the Supplement Listing.

- \$312 - \$625 (Clerical)
- \$359 - \$717 (Instructional)
- \$275 - \$550 (Others)

a. **Payroll Supplement**

In order to provide consistency, it is encouraged that every location have a payroll contact who will be entitled to the Payroll Contact supplement especially if it is not part of the employee's primary job responsibilities. The Office Manager (high, middle, elementary, center) Job Descriptions indicate:

maintain office files, property inventory, time and attendance records, payrolls, and personnel data.

If the employee is required to work beyond their normal day to complete the payroll duties, then the supplement or additional pay should be given. The amount is determined by the principal but must be in the approved range of \$312 - \$625.

b. **The Additional Office Assignment Supplement**

This supplement is only to be used for clerical employees performing critical office duties in addition to their regular main job responsibilities (i.e. processing new staff, creating iForms, ordering supplies and distributing, arranging paperwork and transportation for field trips, collecting money envelopes, coding positions, etc.) The amount is determined by the principal but must be included in the approved range of \$312 - \$625.

c. **Children and Dependency (Foster Care) Supplement**

Supplement Guidelines

The supplement is available to an employee who monitors and provides interventions for the foster care children assigned to their location. The supplement is available for an employee who performs these responsibilities in excess of their regular job duties. If it is part of their job responsibility, then no supplement would be paid.

d. Business Support Center Supplement (Available only to the schools using the Business Support Center (BSC) Model)

Principals at schools using the BSC Model may recommend an employee for the Business Support Center Supplement. Employees at BSC schools may be assigned additional responsibilities that may include being a liaison between the business support center and school staff.

There are three Business Center supplements, and one employee may receive all three.

- 8P97 Bus. Suprt Cntr 1
- 8P98 Bus. Suprt Cntr 2
- 8P99 Bus. Suprt Cntr 3

The range of the supplement is \$312 - \$625. The principal determines the amount to be given. If the same employee receives more than the maximum amount of \$625, use the following other supplements: Bus. Suprt Cntr 2, and/or Bus. Suprt Cntr 3. If the supplement is assigned to various employees, use the same supplement/wage type (i.e. 8P97 Bus. Suprt Cntr 1). NOTE: It is required to use different wage types for the same employee, as using the same wage type will override the previous similar wage type. This supplement is only available to schools implementing the BSC model; therefore, for it will not require additional approval.

D. EMPLOYEE RETURNS TO WORK

If an employee returns to work (i.e., from layoff, or personal leave, etc.), locations are responsible for restarting employee supplements that are based on the employee job title and/or certification (e.g., Speech/Language Pathologist, Speech/Language Pathologist National Clinical Certification, National Board Certified Teachers). Review the Academic–Job Specific supplements section for additional information. Verify that the supplement end-date is the same as the leave action before restarting.

E. PRINCIPAL/ADMINISTRATOR RESPONSIBILITIES

1. It shall be the responsibility of each principal/administrator to ensure compliance with job descriptions designated for specific supplements and maintain required documentation (i.e. posting, resumes, etc.).
2. It shall be the responsibility of each principal/administrator to monitor the policy regarding supplements at his/her school location.

Supplement Guidelines

3. It shall be the responsibility of each principal/administrator to train their Athletic Director on the process for employing athletic coaches.
4. The principal/administrator shall submit a waiver to assign an employee any additional assignments beyond the two (2) allowed supplements by completing the Waiver Request for More than Two Supplemental Assignments.

F. SUPPLEMENT INCREASES

If an increase is negotiated by the respective bargaining units, ERP will increase the amount of the supplement(s) based on the respective Collective Bargaining Agreements. Schools/departments do not need to submit a Supplement iForm.

IN THE CIRCUIT COURT OF
THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY
STATE OF FLORIDA

Activity #: 19-0003
DIG Staff: L. Watson
Date Rec'd: 9/30/19 Pages: 2
Rec'd: IG Counsel Cary High
Redacted: Yes No N/A Req'd TBD
Exhibit/Reference #: 10

STATE OF FLORIDA

vs.

CINDY LUCIA,
W/F, 03/04/1961, [REDACTED]

50-2021-CF-005029-AXXX-MB
CASE NO.
CRIMINAL DIVISION
ISSUE CAPIAS
21 JUN 15 PM 3:46
FILED
JESSIE L. HARRIS, CLERK
PALM BEACH COUNTY, FL
CRIMINAL

INFORMATION FOR:

- 1) GRAND THEFT
- 2) OFFICIAL MISCONDUCT

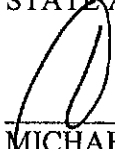
In the Name and by Authority of the State of Florida:

DAVID ARONBERG, State Attorney for the Fifteenth Judicial Circuit, Palm Beach County, Florida, by and through his undersigned Assistant State Attorney, charges that:

COUNT 1: CINDY LUCIA on or between December 16, 2016 and December 14, 2018, in the County of Palm Beach and State of Florida, did knowingly obtain or use, or endeavor to obtain or use Currency of a value between \$10,000.00 but less than \$20,000.00, which was the property of OLYMPIC HEIGHTS HIGH SCHOOL, or any other person not the defendant(s), with the intent to permanently or temporarily deprive OLYMPIC HEIGHTS HIGH SCHOOL or any other person not the defendant(s) of the property or benefit therefrom or to appropriate the property to the use of CINDY LUCIA or to the use of any person not entitled thereto, contrary to Florida Statute 812.014(1) and (2)(c). (3 DEG FEL)

COUNT 2: CINDY LUCIA on or between December 16, 2016 and December 14, 2018, in the County of Palm Beach and State of Florida, did, knowingly and intentionally obtain a benefit for herself or another or caused unlawful harm to another by, falsifying or causing another to falsify any official record or official document; or did conceal, cover up, destroy, mutilate, or alter any official record or official document or did cause another person to perform such an act; or obstruct, delay, or prevent the communication of information relating to the commission of a felony that directly involves or affects the government entity served by her and CINDY LUCIA was a public servant or public contractor, contrary to Florida Statute 838.022(1) and (3). (3 DEG FEL)

DAVID ARONBERG
STATE ATTORNEY

By: 
MICHAEL E RYAN JR
FL. BAR NO. 76632
Assistant State Attorney
Fifteenth Judicial Circuit

STATE OF FLORIDA
COUNTY OF PALM BEACH

Appeared before me, MICHAEL F RYAN JR, Assistant State Attorney for Palm Beach County, Florida, personally known to me, who, being first duly sworn, says that the allegations as set forth in the foregoing information are based upon facts that have been sworn to as true, and which, if true, would constitute the offense therein charged, that this prosecution is instituted in good faith, and certifies that testimony under oath has been received from the material witness or witnesses for the offense.


Assistant State Attorney

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of June, 2021.


NOTARY PUBLIC, State of Florida

MFR/tc
Citation Nos. (if applicable):



TARA CHAHINE
Commission # HH 022187
Expires August 9, 2024
Bonded Thru Budget Notary Services

FCIC REFERENCE NUMBER:

- 1) GRAND THEFT SAGES:2399 FDLE REC NO:8847
- 2) OFFICIAL MISCONDUCT SAGES:2607 FDLE REC NO:5566

NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING

Pursuant to Florida Rule of Judicial Administration 2.420(d)(2), the filer of this court record (Information) indicates that confidential information is included within the document being filed; to wit: Social Security Number, § 119.0714.