

Approved in Open Board Meeting, December 6, 2011

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE SUPERINTENDENT

October 4, 2011  
Tuesday, 10:15 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in regular session at 10:04 a.m., Tuesday, October 4, 2011, in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: Chair Benjamin J. Williams; Vice Chair Ann Murray; Members, (Robin Bartleman was absent), Maureen S. Dinnen, Patricia Good, Donna P. Korn, Katherine M. Leach, Laurie Rich Levinson, Nora Rupert; Interim Superintendent Donnie Carter, and J. Paul Carland, II., Esq.

**Call to Order** Mr. Williams, Board Chair, called the meeting to order and led the Pledge of Allegiance to the Flag of the United States of America.

**Minutes for Approval** Motion was made by Mrs. Good, seconded by Mrs. Leach and carried, to approve the official minutes for the following Board Meetings: Mrs. Bartleman was absent. (8-0 vote)

August 16, 2011 – Regular School Board Meeting  
August 29, 2011 – Special – Select Semi-Finalists for Superintendent of Schools Position  
September 7, 2011 – Special – Expulsions

**Close Agenda** Upon motion by Ms. Dinnen, seconded by Mrs. Rupert and carried, the Agenda was approved and declared closed. Mrs. Bartleman was absent. (8-0 vote)

**SPECIAL PRESENTATIONS**

**Annual Report of the School Board Audit Committee** – Duane Wolter

Mr. Wolter, Chair of the Audit Committee (appointed by Mrs. Bartleman) introduced and recognized members of the Audit Committee: Steve Hurst, CFP, Vice-Chair, representing District Advisory Council; Charlotte Greenbarg (appointed by Ms. Murray); Mr. Joel Herbst (appointed by Ms. Dinnen); Anthony De Meo, CPA, appointed by Mr. Carter; Mary Fertig (appointed by Mrs. Good); Dr. Henry Mack (appointed by Mr. Williams); Alex Mores (appointed by Mrs. Leach); Ken Evans (appointed by Mrs. Rupert); Andrew Medvin (appointed by Mrs. Rich Levinson); Mary Lou Ruderman (appointed by Mrs. Korn); and Cynthia Samuel (appointed by PTA).

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Mr. Wolter thanked Mr. Patrick Reilly, Chief Auditor, Office of the Chief Auditor, and staff for their continued dedication and hard work. Recognition was made to the district's external auditing firm: Moore, Stephens, Lovelace, P.A. and the minority engagement firms: TCBA Watson, Rice, LLP, and BKR Garcia and Company.

Mr. Wolter provided the Board with the Annual Report of the activities of the Audit Committee for the 2010 fiscal year. The committee met seven times during the year, reviewed the audit findings identified by the internal and external auditors, reviewed the administration's responses for 36 audit reports, and reviewed various financial data, findings and recommendations to promote operational efficiency, better internal control and compliance with applicable laws, regulations and School Board policies.

A comprehensive Annual Audit Report was submitted to the School Board.

Ms. Dinnen informed the public that the Audit Committee meetings are lengthy, and require a great deal of reading and a great deal of review. Gratitude was expressed to the volunteer committee for working hard in addition to their busy work lives and responsibilities.

Concurring, Mrs. Leach thanked the committee for their tireless effort in reviewing the various financial data. Mrs. Leach requested a workshop discussion regarding the status of the payroll system for all employees.

Mr. Williams thanked the Audit Committee for doing a fantastic job.

### **Partners In Education: University of Phoenix with Larkdale Elementary School**

In recognition of the unique benefits that partnerships with institutions of higher learning have for Broward County Public Schools, Chair Williams and the School Board Members recognized the University of Phoenix for its partnership and work with Larkdale Elementary School. For the past two years, University of Phoenix undergraduate College of Education students have volunteered to assist Larkdale 4th grade students with preparing for and improving their writing FCAT scores. The University of Phoenix has committed to providing additional volunteers to the partnership, who will serve as writing buddies for this year's 4th grade class.

Ms. Nina Randall, Coordinator, Partners in Education, introduced staff from the University of Phoenix: Alexandra Escobar, Campus College Chair, College of Education; Leslie Kristoff, Campus Director; and Dr. Gail Ali, Director of Academic Affairs; and Larkdale Elementary (via teleconference): Nicole Williams, Assistant Principal; staff - Alegra Marshall, LaNedra Gaines, Camille Ferguson, and students - A'Mya Jackson, Carol Mosley, Layla Walker and Keyanni Collins.

Thanking the University of Phoenix for doing a fantastic job, Mr. Williams stated that Larkdale Elementary has improved due to the involvement of the University of Phoenix.

**Check to Broward Education Foundation to Support Teacher Grants (STEM)**

Ms. Jorene Jameson, President and Chief Executive Officer, Broward Education Foundation, informed the Board that one of the core programs of the foundation is to award grants to teachers for innovative curriculum. For over 20 years the foundation has been awarding these grants, with last year over 300 teachers receiving grants totaling over \$150,000. She noted that virtually all the money for this program is privately supported through corporations, employee donations and a small state matching grant.

Ms. Jameson introduced Joseph Cobo, Chair, Broward Education Foundation, and Brian Kinsley, Principal, Gulfstream Middle School, whose school students will benefit from the grant in the areas of science, technology and engineering. Ms. Jameson thanked Ms. Dinnen for her support.

Wells Fargo representative David Guzman, Regional Manager, presented a check for \$25,000 to the Broward Education Foundation to support teacher grants in the area of STEM (Science, Technology, Engineering and Mathematics) for innovative math and science programs. The corporate gift will provide teacher grant awards ranging from \$200 to \$2,500 and will be awarded in December.

On behalf of the Broward Education Foundation, Ms. Jameson accepted the \$25,000 check. She noted that the check will be matched by the state matching grant, totaling \$50,000 for the program.

Ms. Dinnen, who thanked Wells Fargo for a great partnership, stated that during these economic times the district needs the help of the business community.

On behalf of the School Board, Mr. Williams extended appreciation to Wells Fargo.

**REPORTS**

**District Advisory Council – Jodi Klein**

Ms. Klein stated that DAC is the outreach organization that was created by the Board in Policy 1.3, and discussed Policy 1161, Communication and Public Engagement. She stated if the district's Communication and Engagement loop is not working properly it should be fixed.

Ms. Klein urged the Board to make the best use of the DAC, as there are many individuals who would like to share information between the Board and DAC.

Ms. Dinnen noted when she began on the School Board everything went through the looping process.

Mrs. Leach stated she would support having a workshop to discuss the communication process.

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Mrs. Rich Levinson stated that this issue will be reviewed through the Parent Community Involvement Task Force and subsequently the policies will be reviewed at a workshop.

A comprehensive written report was submitted to the Board.

### Broward County Council PTAs/PTSAs – Linda Nestor

Ms. Linda Nestor reported that since the Ann Murray Clothing Bank opened six weeks ago over 400 children have been clothed, 181 families; located behind Thurgood Marshall Elementary School, the hours of operation are Monday and Wednesday, 2:00 – 4:00 p.m., and Saturday 9:00 a.m. to 12:00 Noon.

Ms. Nestor also reported on Broward Leadership Training, with guest speakers Mr. Jeffrey Moquin, Executive Director, Support Operations, and Mrs. Sharon Airaghi, North Area Superintendent. Parent Involvement Night will be held on Tuesday, October 18, 2011 at Margate Elementary School, 6:00 to 8:00 p.m., with tips on saving money.

A comprehensive written report was submitted to the Board.

### Broward County Association of Student Councils and Student Advisor to the Board – Laura Munoz

Ms. Munoz reported that BCASC will hold a Leadership Workshop on October 10, 2011, at the Anne Kolb Center, with over 200 delegates from middle schools in the county. On October 21, 2011, the Broward Student Ethics Forum will be held from 8:00 a.m. to 2:00 p.m. at Pompano Beach High School.

## **BOARD MEMBERS**

**Mrs. Good** thanked Mr. Williams for spending a significant amount of time and doing a fantastic job during the Superintendent's contract, looking out for the best interests of Broward County Public Schools.

Mrs. Good announced that Dillard Senior High School Jazz Ensemble and the Miami New World School of the Arts are joining forces for a concert on October 10, 2011, 5:00 p.m. Proceeds from ticket sales will benefit the music programs at both schools. A second concert will be held in Broward County on November 6, 2011 in Fort Lauderdale with proceeds benefiting two schools (school information will be provided to Board Members and the Superintendent).

**Ms. Murray** informed that October is Cancer Awareness Month and many municipalities are having Cancer Walks, a great opportunity for the communities to support the awareness of an illness that affects family and friends.

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**Mrs. Rich Levinson** announced that October 6, 2011, the Parent Community Task Force will be hosting a public hearing on parent and community involvement, 7:00 p.m. to 9:00 p.m. at Plantation Middle School. Superintendent Runcie will be giving a special welcome to attendees.

**Mr. Williams** presented the new Superintendent of Schools.

**SUPERINTENDENT OF SCHOOLS**

(Following the changes to BB-2, Superintendent's Employment Agreement)

Mr. Runcie thanked the Board Members for the great opportunity to work with him on behalf of children so that the children and families of Broward County receive the world-class education that they deserve.

Remarking that he has been excited about this opportunity and being a member of this community from the day he was selected, the Superintendent stated he was more excited today. Mr. Runcie stated he has had an opportunity to meet a lot of great people in the district and throughout the community, and he is encouraged by staff in the district and the quality of principals and teachers. The Superintendent was of the opinion that there are a lot of great assets to work with and the district is poised to move to the next level.

Mr. Runcie acknowledged the huge challenges facing the district - financial, achievement gaps, the restoration of credibility to the district's work and ensuring that operations are as efficient as possible so that taxpayers and children are receiving the highest return on every penny that is spent in the district.

Mr. Runcie expressed his commitment to the Board, and the community and children by working every minute of every day to ensure that children get the best education. The Superintendent said he is looking forward to working with the Board.

**Speakers**

Marty Jacobsen  
Rhonda Ward  
Edward Ward

**CONSENT AGENDA** Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Ms. Dinnen, seconded by Mrs. Rupert and carried, to approve the Consent Agenda for the remaining items (**identified by \***). Mrs. Bartleman was absent.  
(8-0 vote)

CONSENT ITEMS

A. RESOLUTIONS

- \*A-1. Resolution in Support of National Red Ribbon Week – October 23-31, 2011 (Adopted)

Adopted Resolution #12-24, in support of National Red Ribbon Week – October 23-31, 2011.

- A-2. Resolution in Support of American Education Week – November 13-19, 2011 (Adopted)

Motion was made by Ms. Dinnen, seconded by Mrs. Korn and carried, to adopt Resolution #12-25, in support of American Education Week – November 13-19, 2011. Mrs. Bartleman was absent. (8-0 vote)

This item was discussed concurrent with Agenda Item A-3.

Ms. Dinnen read portions of the resolution that speak to the district's support of public education; the strength of this country resides in the free and equal education concept which is an American tradition.

Ms. Dinnen stated it is wonderful to celebrate American Education Week and that it is celebrated every week by the amount of work for children and the public education system.

Ms. Dinnen further stated that the resolutions recognize and honors principals, teachers, support staff, parents, volunteers and others, all the components that fit together to make public schools great.

- A-3. Resolution in Support of National Educational Support Professionals Day – November 16, 2011 (Adopted)

Motion was made by Ms. Dinnen, seconded by Mrs. Korn and carried, to adopt Resolution #12-26, in support of National Educational Support Professionals Day – November 16, 2011. Mrs. Bartleman was absent. (8-0 vote)

This item was discussed concurrent with Agenda Item A-2.

Reading portions of the resolution, Ms. Dinnen recognized school-related personnel for what is occurring in every classroom; looking after the well being of students, upkeep and appearance of buildings and grounds, the health and safety of students, food and nutrition, delivery of goods, services, safe and efficient transportation and the overall atmosphere of the educational setting.

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A-4. Resolution in Support of Children's Grief Awareness Day – November 17, 2011 (Adopted)

Motion was made by Ms. Murray, seconded by Mrs. Rupert and carried, to adopt Resolution #12-27, in support of Children's Grief Awareness Day – November 17, 2011, and in recognition of Tomorrow's Rainbow, Inc., for its excellence as a premier resource for grieving children, teens and their families. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

Mrs. Rupert introduced Abby Mosher, Founder and Executive Director, Tomorrow's Rainbow, a leader and friend whom she met at Coconut Creek Elementary School. Mrs. Rupert stated that Abby has not let adversity stop her and has pushed forward in her life, and is making a difference in children's lives.

Ms. Mosher informed the Board that 1 in 20 children will experience the death of a parent by the time they graduate from high school, in Broward County, equating to over 20,000 children grieving the death of a parent, and not taking into consideration children grieving the death of a grandparent, a sibling, aunt, uncle or friend. Studies show that these children are at great risk of detrimental physical and emotional behaviors, low academic performance, low self-esteem, substance abuse, depression and suicide. Ms. Mosher stated that through her years of working with children at Tomorrow's Rainbow the children share that the most difficult challenge they face after the death of a loved one is the social isolation.

Ms. Mosher relayed firsthand that even with the best therapy that money could buy the social isolation had a devastating effect on her son, a gifted student in Broward County, and he did not graduate high school with his class. She stated that the resolution speaks to the social isolation and finally gives grieving children a voice in the community. On behalf of grieving children in the community, Ms. Mosher thanked the School Board.

Mrs. Rupert urged everyone to visit Tomorrow's Rainbow, stating that it will change their view of life.

Following the reading of the resolution, Mrs. Rupert presented a short video presentation of Tomorrow's Rainbow.

(The video was presented to the assembly).

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- \*A-5. Adopt Resolution No. 12-28 – Tax Anticipation Notes, Series 2011  
(Adopted)

Adopted Resolution No. 12-28, which authorizes and provides for the issuance, sale and application of the proceeds of not exceeding \$125,000,000, aggregate principal amount of Tax Anticipation Notes, Series 2011. Mrs. Bartleman was absent. (8-0 vote)

Tax Anticipation Notes (TANs), are issued by the District pursuant to Section 1011.13 of the Florida Statutes. TANs are a form of short term borrowing (for a period of less than 1 year), supported by property tax revenues and are issued to overcome an expected General Fund cash flow deficiency during the first half of the current fiscal year. This borrowing occurs because of the timing of the receipt of property taxes compared to the timing of expenditures.

The resolution provides the Board's authorization for the District to enter into the agreements necessary to carry out the sale of the TANs, and it includes the Board's covenant to provide sufficient funds in fiscal year 2011-12 to repay the TANs.

The TANs are being sold via competitive bid to insure the lowest possible net interest cost. Once the sale of the TANs has occurred, this resolution authorizes the Superintendent or his authorized designee to award the sale of the TANs to the bidder offering the lowest bid. District staff is then authorized to take the necessary steps to close the sale and receive the funds. The authorizing resolution requires net interest cost to be below 2.50%. The expected closing date for the TANs will be on or about November 2, 2011.

Borrowing operating funds by issuing the TANs overcomes the expected cash flow shortfalls during the first half of the current fiscal year. The District will incur an interest cost expense. Since the District can invest all or a portion of the TANs proceeds prior to repayment, the investment income will offset a portion of the interest expense.

- A-6. Resolution in Support of National Teen Driver Safety Week – October 16 – 22, 2011  
(Adopted)

Motion was made by Mrs. Good, seconded by Ms. Dinnen and carried, to adopt Resolution #12-29, in support of National Teen Driver Safety Week, October 16 – 22, 2011, and in recognition of The Dori Slosberg Foundation and Florida Driver Education Programs. Mrs. Bartleman was absent. (8-0 vote)

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Mrs. Rupert introduced Dr. Leontine Butler, Deputy Superintendent, Curriculum; Dr. Marie Wright, Executive Director, Core Curriculum; and Mr. Kyle Dailey, Curriculum Specialist, Driver's Education.

Mrs. Rupert informed that under Mr. Dailey's direction, Driver's Education currently services 9,000 students annually at 15 sites in Broward County. This comprehensive program centers on teaching the driving of real cars on ranges and roadways; the course is a one-half credit elective and it is free of charge to all public, charter and private school students.

Mrs. Rupert presented Emily Slosberg, CEO, and Tara Kirschner, Executive Director, The Dori Slosberg Foundation. The foundation was started by Representative Irv Slosberg after the death of his daughter Dori, sponsoring The Dori Slosberg Safety Act, an act making law violators fund the education of new drivers. Drivers Education receives \$5 per traffic infraction in Broward County. The foundation holds multiple safe teen driving events annually and enjoys a great partnership with Broward County Public Schools.

Ms. Slosberg read the resolution into the record.

**B. BOARD MEMBERS**

**E. CHIEF OPERATIONS OFFICER**

**F. CURRICULUM/EDUCATIONAL PROGRAMS & STUDENT SUPPORT**

F-1. Approval to Notify RISE Academy Schools, Inc., of the Proposed Termination of their Charter School Agreement (Approved)

Motion was made by Ms. Murray, seconded by Ms. Dinnen and carried, to authorize the Superintendent to notify RISE Academy Schools, Inc., ("RISE Academy School of Science and Technology – 5420"), of the proposed termination of the Charter School Agreement. Mrs. Bartleman was absent. (8-0 vote)

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter. Pursuant to Section 1002.33(8)(a)(4) F.S., a Sponsor may terminate a charter agreement for failure to meet requirements set forth in the charter.

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In accordance to Charter School Agreement Article 14.3, Facility Certification: *The School will present proof of the appropriate facility certification (including all certificates that are required by applicable building codes) to the Sponsor before the initial opening day of classes. If the School does not have the appropriate certification by the initial day of classes, this Charter School Agreement shall terminate.*

Additionally, in accordance with the First Amendment to the Charter School Agreement between The School Board of Broward County, Florida (SBBC), and RISE Education Schools, Inc., both parties agreed that ". . .the facility to be used by the school beginning with 2011-2012 for operation of the charter schools shall be located at 6101 NW 31<sup>st</sup> Street, Margate, FL 33063". On Monday, August 22, 2011, RISE Education Schools, Inc., did not have a Certificate of Occupancy for the school.

It is requested that SBBC authorize the Superintendent to send the letter (Exhibit 2), notifying RISE Education Schools, Inc., ("RISE Academy School of Science and Technology – 5420") of the proposed termination of the charter agreement. An Executive Summary provides additional details for the termination.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at:  
<http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda>  
This item has been reviewed and approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the district if this item is approved.

Mrs. Korn stated that the charter school is responsible 30 days prior to the opening of the 2011-2012 school year to show a certificate of occupancy for the site. Voicing concern that there are 85 students who are involved on this charter, Mrs. Korn stated that acting on the item now rather than at the time the notice was suppose to have been given disrupts the lives of these students. Mrs. Korn stated, if there is a delay beyond the deadline, for whatever reason, if the district missed the date the next step needs to be what is in the best interest of the students and the timing of the project.

Dr. Joanne Harrison, Deputy Superintendent, Educational Programs and Student Support Services, stated that when the school originally indicated they would open the district worked with them to provide additional time; the school opened at a location and they held outdoor activities for the first couple of days. Dr. Harrison further stated that the goal was to work within the policy to ensure that everybody was meeting the guidelines.

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Dr. Harrison informed that this year was the first time the district included a 30-day notice so that staff would know the location and have all of the documents. She said that the onus has to be on the charter school to make sure everything is timely followed.

Responding to Mrs. Korn's inquiry, Mrs. Jody Perry, Director, Charter Schools Support, stated that currently the school is back at its original approved site in Lauderhill, sharing with their sister school, The Lauderhill Rise.

Mrs. Korn was of the opinion that the focus is on process rather than the students. She stated, if the disruption is to occur it should be minimized so that the impact is lessened for the students.

Mrs. Good stated that the previous contracts indicated minimal time to comply, and the 30-day notice was implemented by staff and legal counsel to ensure that there is ample opportunity for staff to inspect the sites. Concurring that it is the charter school's responsibility to provide district staff the necessary paperwork, Mrs. Good stated that the students should not have been on the premises without a certificate of occupancy. Mrs. Good commended the school for relocating the students to their other school location that has the same grade configuration and ample opportunity to absorb those students. She said the contract can be amended to provide this school as a revised location. Mrs. Good further stated that better communication is needed between charter school providers and the school system. Ms. Perry and her staff were commended for working with the school staff in an attempt to open at their original location.

Mr. Carland informed that another complicated factor for staff has been legislative changes to the statute regarding review of charter contracts and what must be done to ensure children are in safe situations. Mr. Carland stated that last year the Legislature curtailed somewhat the ability of districts to take immediate action in terms of grounds for taking emergency closures. The statute has changed in terms of how districts should deal with these situations and, if it does not rise to the level of an emergency-type closure, there is a required 90-day notice. Mr. Carland further stated that even if the Board were to vote to approve this item, the statute provides for a 90-day notice, to give the parties some time to fix incorrect situations. Noting that the charter is not being terminated today, only a 90-day notice is being given, Mr. Carland stated that an amendment can be brought to the Board for approval, changing the location and canceling the 90-day notice.

Mrs. Rich Levinson commended Ms. Perry and her staff for being on top of this issue and working diligently with the very limited resources they have with the amount of charter schools in the district.

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The following individual addressed this item:

Dr. Carmela Morton, Founder, Rise Academy

Mrs. Good inquired about the possibility of amending the contract to select their first location (where students are now located) and an alternate location that will have a certificate of occupancy.

Dr. Harrison responded that within the 90 days there is an opportunity to amend the contract on the first school, to incorporate the students from the first school into the second school site. Dr. Harrison was unsure whether multiple addresses are allowed, and stated that the second school location has the ability to absorb additional students.

Remarking that there are two different charter schools with one address, Mrs. Korn inquired whether the charter address could be amended for the one school, once a CO is received, within the school year.

Ms. Perry responded affirmatively.

Mr. Carland advised that the Board would be invoking the 90-day notice period; the purpose is to give due process rights to the charter applicant if they needed to take an appeal, which is not applicable in this situation because staff is working with the school to try to resolve the location issue. The 90 days does provide an opportunity to discuss two contracts with two schools but one location, what contract will be amended, and what is best for the children for their stability. Mr. Carland stated that it is a requirement in the statute that a location be provided and he is unaware of a situation of a dual-noted location for a school.

Mrs. Good stated that hopefully the city will work with the applicant in ensuring that a Certificate of Occupancy is provided in a timely manner.

The following individuals addressed this item:

Dr. Carmela Morton  
Rhonda Ward

Mr. Williams stated that there is a process to be followed.

- \*F-2. Approval to Notify Florida Intercultural Academy, Inc., of the Proposed Termination of their Charter School Agreement (Approved)

Authorized the Superintendent to notify Florida Intercultural Academy, Inc., ("Florida Intercultural Academy Middle" – Loc. 5414), of the proposed termination of the Charter School Agreement.

**Approved in Open Board Meeting, December 6, 2011**

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school and The School Board of Broward County, Florida (SBBC), in a written contractual agreement that constitutes a school's charter. On May 22, 2007, Florida Intercultural Academy, Inc., ("Florida Intercultural Academy Middle" – Loc. 5414), entered into a Charter School Agreement that became effective on July 1, 2007, and shall cover a term of 5 years commencing on July 1, 2007, and ending on June 30, 2012.

Pursuant to Section 1002.33(8)(a)(4) F.S., a Sponsor may terminate a charter agreement for failure to meet requirements set forth in the charter. In accordance with the Charter School Agreement: *The SCHOOL is approved by the SPONSOR to provide educational services in accordance with the terms of a Charter School Agreement.*

Florida Intercultural Academy Middle, Inc., failed to provide educational services during the 2011-2012 school year, as set forth in the charter agreement. It is requested that SBBC authorize the Superintendent to send a letter notifying Florida Intercultural Academy Middle, Inc., ("Florida Intercultural Academy Middle School" – Loc. 5414), of the proposed termination of the charter agreement. An Executive Summary, provides additional details for the termination.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at:  
<http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda>

This item has been reviewed and approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the district if this item is approved.

- \*F-3. Continuation Agreement with Kindred Hospitals East, L.L.C. d/b/a Kindred Hospital – South Florida (Approved)

Approved the continuation agreement between The School Board of Broward County, Florida, and Kindred Hospitals East, L.L.C., d/b/a Kindred Hospital – South Florida.

Health Science Education Programs provide secondary and postsecondary career and technical students with clinical learning experiences through contractual agreements with hospitals, nursing homes, and other facilities.

The continuation agreement with Kindred Hospitals East, L.L.C., d/b/a Kindred Hospital – South Florida, will provide clinical experiences to Broward County Schools Health Science Education students.

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On-site clinical experiences are necessary to meet curriculum frameworks, student performance standards, and requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.

The following Health Science Education Programs are located at 24 high schools: Allied Health Assisting, First Responder, Nursing Assistant, and Practical Nursing.

The following Health Science Education Programs are located at the technical centers: Central Service Technology, Dental Assisting, Dental Laboratory Technology, Medical Coder/Biller, Electrocardiograph (Cardiovascular) Technology, Health Unit Coordinator, Hemodialysis Technician, Massage Therapy, Medical Assisting, Medical Record Transcribing, Medical Laboratory Technology, Nursing Assistant, Optometric Assisting, Patient Care Technician, Pharmacy Technician, Practical Nursing, Psychiatric Technology, Emergency Medical Technician, and Surgical Technology. Currently, The School Board of Broward County, Florida, has 46 School Board approved agreements with various health care facilities.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the district.

- \*F-4. Deny the Charter School Application of Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward) (Approved)

Approved the denial of the Charter School Application of Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward), for the opening of a charter school for the 2012-2013 school year.

Section 1002.33, Florida Statutes authorizes the establishment of charter schools in Florida. An application for a new charter school may be made by an individual, teachers, parents, a group of individuals, a municipality or a legal entity organized under the laws of this state Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward), submitted a formal application to start a public charter school for the 2012-2013 school year. A district School Board may sponsor a charter school in the county over which the board has jurisdiction. The district School Board shall receive and review all applications for a charter school.

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The Superintendent of Schools appointed a Charter School Review Committee to review and analyze the charter application from Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward). The Committee is comprised of representatives from curriculum, budget, facilities, district administration, transportation, Exceptional Student Education, ESOL and other areas of the organization. Utilizing the new Model Florida Charter School Application format, the committee reviewed the application in detail. Having reviewed Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward), application and all other applications submitted, the Committee recommends the denial of the school's charter school application.

The Superintendent has received the Committee's recommendation and requests that The School Board of Broward County, Florida, deny the application of Renaissance Charter School, Inc., (Renaissance Virtual Charter School of Broward). The grounds of the denial of the charter school application are specified in the executive summary.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at:  
<http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda>

This item has been approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the district.

**G. HUMAN RESOURCES**

**\*G-1. Personnel Recommendations for Instructional Appointments and Leaves for 2011-2012 School Year (Approved)**

Approved the personnel recommendations for the 2011-2012 appointments and leaves as listed in the Executive Summary and respective lists for Instructional staff. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida. The teacher approvals on this G-1 item are teachers in subject areas for which there is no surplus and/or layoff teacher in that certification area that could be placed in these positions.

The Personnel Recommendations for Instructional Employees include the following items:

1. Teacher Approvals
2. Instructional Leaves

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There will be no financial impact to the school district. Funding for the positions has been allocated in the school and department budgets.

\*G-2. Personnel Recommendations for Instructional Separation of Employment or Discipline for the 2011-2012 School Year (Approved)

Approved the personnel recommendations for separation of employment or discipline as listed in the respective lists for instructional staff. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

The Personnel Recommendations for Instructional Employees include the following items:

1. Instructional Resignations/Retirements/Layoffs
2. Instructional Suspensions/Terminations

There will be no financial impact to the school district.

\*G-3. Personnel Recommendations for Non-Instructional Appointments and Leaves for the 2011-2012 School Year (Approved)

Approved the personnel recommendations for appointments and reassignments as listed on the Executive Summary, respective lists and individual appointments for Non-Instructional Employees. All recommendations are made pending security clearance and with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

The Personnel Recommendations for Non-Instructional Employees include the following sections:

1. Non-Instructional Approval(s)
2. Non-Instructional Reassignment(s) – Promotion(s)
3. Non-Instructional Reassignment(s) – Demotion(s)
4. Non-Instructional Substitutes/Temporary Employees
5. Non-Instructional Leave(s) – Layoff(s)
6. District Managerial/Professional/Technical
7. Reassignment of Current School-Based/District Managerial/Professional Technical Personnel
8. School-Based Managerial
9. School-Based/District Managerial Acting/Special/Task Assignment(s)
10. School-Based/District Managerial/Professional/Technical Leave(s) – Layoff(s)
11. Salary Adjustment

**Approved in Open Board Meeting, December 6, 2011**

Funding has been budgeted in 2011-2012 school/ fiscal year for all appointments through June 30, 2012.

Newly-appointed district personnel were recognized and congratulated by Ms. Dinnen, Ms. Murray and Mr. Williams.

\*G-4. Personnel Recommendations for Non-Instructional Separation of Employment or Discipline(s) for the 2011-2012 School Year  
(Approved)

Approved the personnel recommendations for separation of employment or discipline as listed on the respective lists for Non-Instructional staff. All recommendations are made with the understanding that these individuals will comply with regulations/ policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

The Personnel Recommendations include the following items:

Non-Instructional Resignation(s)/ Retirement(s)  
Non-Instructional Suspension(s)/ Termination(s)  
Managerial and Professional/ Technical Resignation(s)/ Retirement(s)  
Managerial and Professional/ Technical Suspension(s)/ Termination(s)

There is no financial impact to the school district.

\*G-5. Supplemental Pay Positions – List #5 (Approved)

Approved the recommended supplemental pay positions of employees for the 2011-2012 school/ fiscal year. Employees are recommended for supplemental pay positions by Principals or Department Supervisors and approved by the Area Superintendent or appropriate Division Head. Supplemental positions are listed alphabetically by last name, with location and supplement type.

The Specific Supplemental Pay Positions include the following type of supplements: Secondary department chairpersons high school; secondary department chairpersons and/ or team leaders middle school; elementary grade level chairpersons and/ or team leaders; athletic supplements; general supplements; and special supplements for the 2011-2012 school year.

Individuals may be recommended for task assignments that improve the school's/ department's programs and/ or operations. A computer-generated list of those names is printed and lists all individuals recommended for Non-Specific Supplements.

**Approved in Open Board Meeting, December 6, 2011**

Non-Specific Supplements are additional task assignments performed beyond the employee's regular day based on the recommendation of the direct supervisor. Individuals listed meet the requirements for the supplemental positions.

Funding has been budgeted in the 2011-2012 school / fiscal year for all supplements through June 30, 2012.

- \*G-6. Recommendation(s) for Instructional / Noninstructional Discipline for the 2011-2012 School Year (Approved)

Approved the recommendation(s) for discipline as listed on the Instructional / Noninstructional staff list. All recommendation(s) are made with the understanding that these individuals will comply with regulations / policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

This disciplinary action recommendation is a result of an investigation by the Office of Professional Standards & Special Investigative Unit. The individual(s) involved have been provided the opportunity to appear and participate, with representation, before the Professional Standards Committee and in a pre-disciplinary hearing prior to submission of this recommendation. We have followed the School Board processes for disciplinary action. The requested action(s) is listed on the attachment.

There is no financial impact to the school district.

- G-7. Approval of Teachers Teaching Out-of-Field (Approved)

Motion was made by Mrs. Rupert, seconded by Mrs. Good and carried, to approve the list of teachers to teach out-of-field in Broward County Public Schools. Mrs. Bartleman was absent. Mrs. Rich Levinson and Mrs. Rupert voted "no." (6-2 vote)

This recommendation is made with the understanding that the teachers will comply with all State Board of Education and The School Board of Broward County, Florida, regulations.

State Board of Education Rule (SBER) 6A-1.0503, Definition of Qualified Instructional Personnel requires out-of-field teachers to take at least six (6) semester hours of college coursework towards certification and / or 120 in-service points, for Gifted and Reading assignments, each year until appropriately certified. When applicable, teachers may opt to pass the appropriate subject area exam in lieu of coursework.

**Approved in Open Board Meeting, December 6, 2011**

Teachers out-of-field due to the English for Speakers of Other Languages (ESOL)/Multicultural Education Training Advocacy (META) Agreement are required to complete 15 semester hours of college coursework and/or 300 in-service points within six (6) years from the date of the assignment to students identified as English Language Learners (ELL).

A total of 388 teachers are teaching 728 courses out-of-field for the first time. This includes two teachers teaching seven courses at contracted community agencies. The total percentage of all courses taught out-of-field by School Board employees is 1.5%.

There is no additional financial impact to the school district. Funding is allocated in the budget.

Mrs. Rich Levinson inquired how long teachers can teach out-of-field and what the requirements are for them to receive certification.

Ms. Gracie Diaz, Associate Superintendent, Human Resources, responded that a teacher can remain out-of-field for each year that they complete two college courses; if they remain in an out-of-field assignment they can continue the next year until they complete all of the courses. The minimum amount of courses they need to take out-of-field are two courses each year, or they can take and pass the subject area examination. Ms. Diaz stated that the process can take until the person obtains the certification; depending on the course that they are out-of-field for, it could be 15 or 30 semester hours. Generally, most people take some course work to prepare for the examination and complete the examination. There are a few subject areas that a person cannot take the examination for, the full-course work must be completed in order to obtain the certification. Ms. Diaz informed that the state Department of Education sets these guidelines.

Mrs. Rich Levinson was of the opinion that the process should be quicker so that teachers are certified in the proper fields.

Ms. Diaz noted that ESOL teachers are given six years to complete the training.

Mrs. Rupert voiced concern that 15 percent of classes are reading out-of-field, 111 out-of-field reading classes out of 728, and also with ESOL. Mrs. Rupert stated that a biology teacher should not be teaching English or reading, and they should teach as close to their field, noting that in her experience as an English teacher she felt ill-prepared to teach reading. Remarking that this is a disservice to students and teachers, Mrs. Rupert stated that reading is fundamental and if they do not read they are lost in all subjects.

**Approved in Open Board Meeting, December 6, 2011**

Ms. Diaz responded that part of the increase in reading is because this year the state is requiring that ESE teachers that teach reading to also have reading certification. She stated that it does not mean that they have not taught learned skills, had assistance from the teaching coach to teach reading. This is why that number was impacted, as well as the numbers for elementary education, because now teachers must be dually certified in elementary education and ESE. Ms. Diaz further stated that this issue will be discussed with the Area Superintendents and the information will be shared with the principals. She stated that the Curriculum department provides tremendous support and staff wants everyone to be fully certified and the students deserve it.

Mrs. Rupert acknowledged that a change was coming but the breakdown is when reassignments are prepared for next year; there appears to be a disconnect, who is being kept and what they will be teaching to meet the Class Size.

Mrs. Rich Levinson, who noted that a number of reading teachers have been released, voiced concern that the district is releasing reading teachers who are certified in those areas and having teachers teach reading who are not certified in reading.

Ms. Diaz responded that it is hopeful that the change in the Legislature this year will assist the district with this issue. She reminded the Board that releasing teachers is based on seniority and following the contract.

Mrs. Rich Levinson stated that it needs to be based on what is best for children.

Concurring, Ms. Diaz stated that the Students Success Act does refer to when releasing staff it is based on the performance of the teachers; a review of the certification areas can also be reviewed.

Mrs. Rupert noted that the district surplused a number of Library Media Specialists, yet there is one person on the list who is teaching Library Media specialty classes without certification, which should not occur. She stated this issue needs to be reviewed.

Ms. Dinnen said she was not aware of the portion of the contract that indicates that someone must be released who is certified and has worked longer than someone who is not certified. Ms. Dinnen stated that to her knowledge, if two people have the same certification, one has experience (seniority), the other person can bump the other person. Ms. Dinnen further stated that the state is attempting to outlaw experience; they are not indicating that a non-certified person can bump somebody.

**Approved in Open Board Meeting, December 6, 2011**

Ms. Diaz concurred.

Ms. Dinnen inquired whether an economics major who took sociology and other social sciences can teach American History having never taken American History.

Responding affirmatively, Ms. Diaz stated that it qualifies someone for the broad field.

Ms. Dinnen noted that some of the certification gaps are at the state level.

Ms. Dinnen discussed the out-of-field teaching in science in grades 6-12, stating that the district is impeded by the amount of money the district is not able to offer.

Responding that there was also a change in the certification requirements, Ms. Diaz explained that since Earth/Space Science is being taught at the 6<sup>th</sup> level the district can no longer have General Elementary Education available to teach 6<sup>th</sup> grade, and that has created more out-of-field teachers who have to take and pass the subject area examination.

Ms. Dinnen stated that as a career teacher she worries about certification and that the students deserve a certified person in the classroom.

Responding to Mrs. Korn's inquiry, Ms. Diaz stated if someone is being bumped in English, an English position would be sought for that individual; they would not be bumped to allow a science teacher who has more seniority take the English teacher's position. It is done by seniority but in the subject area, when teachers are being surplusd. In elementary school, it is the entire staff based on seniority because generally the majority have Elementary, K-6.

Mrs. Leach informed her colleagues that she is certified in K-12 Special Education and her original teaching certificate was working with students who are mentally handicapped. Mrs. Leach stated it is hopeful that school-based administrators are giving teachers the tools – in the contract language, in policies, in developing the bumping systems, to ensure that the best qualified teachers are being placed into the classrooms, who align most closely with the criteria that the classroom needs, as opposed to indicating that someone is going to be out-of-field and they will get their certification within the next six years.

The following individuals addressed this item:

Rhonda Ward  
Bernie Schultz

October 4, 2011

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**Approved in Open Board Meeting, December 6, 2011**

Ms. Dinnen inquired whether a copy of the waivers that are issued by a principal are submitted to Human Resources.

Ms. Diaz responded that it is automated /online, sent to the Area Office for review and approval, and then it is sent to Human Resources. The notification of the certification is made and tracked.

**H. ATTORNEY**

**I. OFFICE OF THE SUPERINTENDENT**

**\*I-1. Partnership Agreement with Keiser University (Approved)**

Approved the Agreement with Keiser University, Broward County campuses, to develop school-based partnerships with high schools with programs that match Keiser degree programs, with Dr. Martin Luther King Elementary School and to develop a partnership with Health Education Services Department.

Keiser University will develop partnerships with high schools with program that align to Keiser degree programs. These partnerships will provide high schools with curriculum related support such as guest speakers, distance learning, student and staff motivation and a limited number of scholarships. Keiser will assist Dr. Martin Luther King Elementary School by providing Federal Work Study program students to service as tutors. Furthermore, in an attempt to get more nurses interested in community and school nursing, Keiser University and the Health Education Services Department will offer two supervised nursing clinical experience for Keiser Nursing students.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the district.

**J. FACILITIES AND CONSTRUCTION MANAGEMENT**

**\*J-1. Pre-Qualification of Contractors – Approval of Application and Issuance of Certification (Approved)**

Approved the recommendations of the Superintendent indicated in Exhibit 1.

**Approved in Open Board Meeting, December 6, 2011**

The Qualification Selection Evaluation Committee (QSEC) convened on September 14, 2011, to review Contractor Pre-Qualification Staff Application Review Executive Summaries received for the following contractors and makes the following recommendations to the Superintendent of Schools:

Gulf Building, LLC – Approve Appeal to Certify  
\*\*Hyvac, Inc. – Issue Pre-qualification Certification  
Intercounty Engineering Inc. – Approve Increase of Per Project/ Aggregate Limits  
Koldaire, Inc. – Deny Appeal to Re-Certify  
M. Vila & Associates Inc. – Issue Recommendation to Not Certify  
McNeill Signs, Inc. – Issue Pre-qualification Certification

\*New Certification \*\*Certified M/WBE and/or SBE

The Pre-Qualification Application reviews were conducted and the recommendations were determined in accordance with F.S. 1013.46, State Requirements for Educational Facilities and Board Policy 7003.

Contractor Pre-Qualification Staff Application Review Executive Summaries are available for review at the Facilities & Design Construction Division. Although the number of construction projects has been reduced in the Capital Plan, there is an appropriation of approximately \$13,320,000 in various categories including Additions (such as Media Centers and Kitchen/Cafeterias), Remodeling & Renovations, Indoor Air Quality, Safety and ADA for fiscal year 2012-2013. Budgeted for fiscal year 2011-2012 is \$10,150,000 and for fiscal year 2013-2014 is \$6,500,000.

There is no financial impact. This item is not affecting the overall budget; therefore, it does not require a collaboration form from the Capital Budget Department.

- \*J-2. Lease Agreement between The School Board of Broward County, Florida and the City of Fort Lauderdale Regarding Lockhart Stadium  
(Approved)

Approved the lease agreement between The School Board of Broward County, Florida, and the City of Fort Lauderdale regarding Lockhart Stadium. The term of the lease is from July 1, 2011 through December 31, 2011.

The School Board of Broward County, Florida has formally leased Lockhart Stadium from the City of Fort Lauderdale since January 5, 1989. The new lease agreement allows the school system to utilize Lockhart Stadium for the 2011 high school football season. The City of Fort Lauderdale has approved and executed the agreement.

**Approved in Open Board Meeting, December 6, 2011**

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

There is no financial impact to the school district, therefore this item does not require a collaboration form from the Capital Budget Department.

- \*J-3. Final Construction Documents which include Authorization to Advertise for Bids – IAQ Repairs HVAC – Crystal Lake Middle School, Pompano Beach – Project No. P.000368 (f.k.a. 1871-99-05) (Approved)

Approved Final Construction Documents, which include Authorization to Advertise for Bids for IAQ Repairs HVAC, Project No. P.000368.

**Project Consultant:** N/A

**Scope of Work:** Replace sixteen (16) air handler units with new like-kind units.

**Contract Estimate:** \$1,800,000

Final Construction Documents, which include the advertisement for bids are available for review at the Facilities and Construction Management Division.

The remaining funds appropriated in the Adopted District Educational Facilities Plan will be needed to complete the scope as detailed in the Plan.

The funds are included in the Adopted District Educational Facilities Plan, Fiscal Year 2011-2012 to 2015-2016, page 68.

**K. OFFICE OF CHIEF FINANCIAL OFFICER**

**OPEN ITEMS**

**AA. RESOLUTIONS**

**BB. BOARD MEMBERS**

- BB-1. Membership in the Greater Florida Consortium of School Boards for 2011-2012 (Approved)

Motion was made by Ms. Dinnen, seconded by Mrs. Good and carried, to approve the renewal of the School Board's membership in the Greater Florida Consortium of School Boards. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

**Approved in Open Board Meeting, December 6, 2011**

The Consortium consists of representatives from eight Florida school boards – Broward, Collier, Indian River, Lee, Miami-Dade, Palm Beach and St. Lucie. The group is primarily a lobbyist and legislative group that promotes an annual platform to the state lawmakers. Some of the priorities listed by the consortium were adopted as part of the larger Florida School Boards Association’s legislative platform.

Earlier this year, the consortium launched a campaign to increase how much money the state allocates to school districts for education, and to provide our children with the resources they need to obtain a quality education and, thereby be in a position to compete in our 21<sup>st</sup> Century global economy.

This item is being brought forth by School Board Chair, Benjamin J. Williams.

Impact to the school district is \$3,000. The source of funds is the Board Members’ department budget.

Mrs. Good, who said she had an opportunity to participate with the Consortium recently, stated that membership is a good benefit to the district and provides an opportunity to interact and share ideas and viewpoints, and coming together as it relates to legislation. Mrs. Good stated it makes a big difference when there is a united effort with all Florida school districts, especially those districts outlined in the agenda item. Gratitude was extended to staff from the Consortium and her colleagues and school boards that participate.

Ms. Dinnen informed her colleagues that the Consortium began as the South Florida Consortium and it has grown further north in the state; the idea was to bring attention to the issues that involved those counties that have a lot in common, including issues occurring within the Legislature. Ms. Dinnen stated that the group meets every time the Florida School Boards Association meets, with superintendents, school board members, and all the top lobbyists in attendance.

- BB-2. Employment Agreement between The School Board of Broward County, Florida and Robert W. Runcie (Approved as amended)

Motion was made by Ms. Dinnen, seconded by Ms. Murray and carried, to approve the Employment Agreement of Robert W. Runcie, as Superintendent of Schools. Mrs. Bartleman was absent. (8-0 vote)

**Approved in Open Board Meeting, December 6, 2011**

On September 14, 2011, The School Board selected Robert W. Runcie as the successful candidate for the position of Superintendent of Schools and authorized the Chair to negotiate a contract with the candidate. The attached proposed agreement is the result of the negotiations. The Chair recommends approval of the agreement by the School Board.

The financial impact to the District is \$268,000 base salary, plus benefits.

Mr. Williams requested that the Board address each article in the Employment Agreement. Mr. Williams thanked Mr. Carland for doing a fantastic job on the Superintendent's contract.

Referring to Article 2, 2.3 Official Duties, Mrs. Korn inquired whether the job description is the same as in the past or were changes made to Appendix A.

Mr. Carland responded that it would be the current job description.

Referring to 2.2. Term of Contract, Ms. Murray stated there was a discussion about the length of the contract being a two-year contract with a one-year rollover, to three years, which would allow the Board to evaluate the Superintendent and offer an extension at that time.

Mr. Carland responded that when the salary was considered, the advertisement was reviewed and it did not discuss a term for the position. Mr. Carland stated that the term of the agreement was negotiated; Mr. Runcie stated that due to the distance in relocation and for stability purposes for the district the longer term was appropriate, and the term is the result of the compromise in negotiations.

Ms. Murray stated that in previous contracts with superintendents they included buyouts which cost the system a lot of money; two years was adequate with a rollover into the third year if the performance was satisfactory.

Mr. Carland concurred that the term was part of the discussion during the negotiations.

Ms. Dinnen stated that when a termination without cause is included in a contract it indicates that employment can cease. She inquired whether this automatically entitles a buyout on the remainder of the contract.

Mr. Carland responded that this contract includes a termination without cause provision and it requires a 90-day notice; there is a severance package (2.2) and the cap would be, regardless of how much time is left on the agreement, one year of salary.

**Approved in Open Board Meeting, December 6, 2011**

Mr. Carland stated if there is less than one year left remaining, it would only be what is remaining; if there was a without cause termination it would be the remaining 8 months. If there was two years left it would only be one year.

Referring to Article 3, 3.1 Base Salary, Mrs. Good inquired how the negotiations took place regarding the salary.

Mr. Carland responded that Mr. Runcie made an initial request through his attorney, who represented Mr. Runcie throughout the negotiations, that the Chair believed was not in line with what the advertisement indicated and the \$275,000 amount. Mr. Carland stated that it was made clear that the expectation and indication of the Board was that \$275,000 was a maximum amount. Also, \$275,000 is currently what the superintendent in Miami-Dade County is making. Ultimately, the parties arrived at the \$268,000 salary amount.

Remarking that there is much excitement about Mr. Runcie coming on board, Mrs. Leach concurred with the \$268,000 salary but had concerns about other issues in the contract. Acknowledging that the Chair and Mr. Carland worked until the last minute to present the contract, Mrs. Leach stated that the Board has not had the contract 24 hours for review. She inquired whether Ray and Associates provided any support during the contract negotiations.

Mr. Williams stated that Ray and Associates provided guidelines but they were not part of the negotiations.

Addressing 3.1 Base Salary, Ms. Dinnen stated that Ray and Associates previously provided the Board with some comparison salaries. She indicated that the Miami-Dade superintendent's salary is estimated to be \$283,000 in 2012-2013; Clark County, Nevada is \$270,000 this year and a subsequent increase; Dallas, Texas is \$328,000; Houston, Texas \$300,000; Albuquerque, New Mexico \$250,000; and Chicago, Illinois is \$250,000. Ms. Dinnen stated that at the time this information was provided there were other annuities that were given, other than car allowance and insurance.

Addressing 3.4 Vehicle Allowance, Mrs. Rupert was of the opinion that the previous superintendent's contract and Mr. Runcie's contract are the same. She stated she could not vote for a vehicle allowance of \$900 and some other terms of the contract, even though she supports the Superintendent. Mrs. Rupert stated that employees have taken furloughs, and Mrs. Bartleman was very vocal about not giving a "sweet deal" on top of the salary. She voiced her disappointment on some of the compensation add-ons in the contract.

**Approved in Open Board Meeting, December 6, 2011**

Mrs. Rupert inquired whether a furlough for the Superintendent came up in negotiations.

Mr. Williams stated that the furlough did not come up in the package, only the guidelines that were advertised were foreclosed.

Remarking that even though the furloughs were not yet decided, Mrs. Rupert stated that the furloughs should have been included since they are going to happen.

Mrs. Leach inquired what expenses are covered under the vehicle allowance.

Mr. Carland responded that transportation expenses are covered within the county; there may be other provisions regarding professional duties that the Superintendent may undertake outside of the county that may have a separate reimbursement, such as flying to a conference. If the Superintendent were to travel to Orlando for a conference, that would be additional transportation costs and not covered by the Vehicle Allowance.

Mrs. Leach inquired whether the previous superintendent received the vehicle allowance for the remaining term of his contract.

Mr. Williams stated that the monthly allowance was provided but he used his own car.

Ms. Dinnen stated that he suspended the insurance for his family but she does not remember about the vehicle.

Ms. Murray noted that the past superintendent took a \$26,000 reduction but details were not provided as to what the amount covered, other than the family medical package.

Mrs. Leach suggested submitting mileage rather than an allowance.

Mr. Carland advised that it would be difficult to compare the Superintendent's travel around the county to another employee.

Mr. Williams informed that the Miami-Dade superintendent received a monthly allowance.

Concurring, Mr. Carland stated that the Miami-Dade superintendent's contract provides for the use of a district vehicle within the county and in addition he receives a \$900 monthly expense account.

**Approved in Open Board Meeting, December 6, 2011**

Mrs. Leach stated that the monthly expense would be more reflective in section 3.5 Expense Allowance.

Mrs. Good inquired whether the district would issue a district leased vehicle for his use.

Mr. Carland responded affirmatively. Mr. Carland noted that the most recent superintendent contracts negotiated in the state were in Collier County and Lee County, prior to Mr. Runcie's negotiations. There is quite a variation in the expense account; Collier County has a smaller student population and their monthly car allowance is \$500 but the monthly expense allowance is \$1,200.

Mrs. Rich Levinson inquired about the Expense Allowance coverage.

Mr. Carland responded that the allowance covers any professional expense he would have in carrying out his duties, such as attending a professional meeting such as Florida Association of District School Superintendents. Any expense related to day-to-day business as superintendent and the expenses are not receiptable.

Concurring that \$900 is a very high vehicle allowance amount, Mrs. Korn stated there is a certain amount of travel in a superintendent's job and to say that every mile that Mr. Runcie would travel is something that the district would pay for, on top of having some other nice benefits. Mrs. Korn cautioned her colleagues going through the contract piecemeal, stating that there are issues that the Board believes but the perception is not appropriate. She preferred that the Board target the issues rather than piecemealing every single item, as it will put Mr. Carland and Mr. Williams in a difficult position. Mrs. Korn further stated, if the Board is going to ask for something different than what is in the contract, it should be targeted as to why it should be different.

Mrs. Korn said she wants the public to understand that the Board reviewing the contract is not a matter of Mr. Runcie not being worth these particulars. She stated there may come a point where the Board is not working well with Mr. Runcie or Mr. Runcie wants to move on and some of these issues will come back to the Board. Remarking that some of the issues in the contract are "cliffhangers," Mrs. Korn voiced concern over the vehicle allowance amount, indicating that an expense allowance is the same as additional salary. Remarking that issues should be clear and concise, Mrs. Korn stated if a reimbursable is not going to be requested, the expense allowance should be eliminated or added to the base salary; if the Board wants the expenses to be business-related, then reimbursables should be requested.

**Approved in Open Board Meeting, December 6, 2011**

Ms. Dinnen stated that consideration should be given to how much it would cost to lease a car, including gasoline costs, as this would be a rationale for the expense since the job of a superintendent requires extensive travel. Ms. Dinnen said it is not unreasonable to provide some accommodation for a job that requires travel.

Referring to Article 6, 6.1 Vacation Leave Days, Mrs. Leach discussed the buy-back of the 10 unused days at the end of the year. She stated that up to 10 days a year are computed out of vacation if they are unused, which would be an additional \$11,000 in compensation. Mrs. Leach referred to the 24 vacation days and said she would prefer eliminating some vacation days, remove the payout at the end of the year, and add this to compensation as well.

Mrs. Rupert received confirmation that the previous superintendent reduced his car allowance, internet access at home, and health insurance for his wife.

Mr. Carland advised that one of the iterations of the agreement did encompass the use of a district vehicle rather than the district allowance. He stated that a package and total numbers were discussed during negotiations.

Ms. Murray reiterated the Board workshop discussion regarding the previous superintendent's contract, to eliminate certain expenditures and it would be incorporated into the salary. Ms. Murray stated that expense allowance and a buy-back on the vacation would be embedded into the salary. Ms. Murray inquired about the negotiation details.

Responding that discussion began in different areas, Mr. Carland stated that the initial request included a higher salary, among other issues, and he was under the impression that the \$275,000 was a maximum salary. Mr. Carland further stated that during the process, numbers were reviewed to the point where Mr. Williams thought he could present this package to the Board and compromises were made on both sides.

Ms. Murray noted that the agreement exceeds what the previous superintendent was paid. She stated it was made clear that during these economic times the district does not have the funds to offer a lucrative contract, especially since employees are being asked to furlough and contribute to their retirement. Ms. Murray said that in a future performance evaluation of the Superintendent the salary may be reviewed, but she cannot vote for the agreement because this is not what the Board wanted.

**Approved in Open Board Meeting, December 6, 2011**

Mr. Williams informed that during the negotiations the furloughs were not yet established with the unions. He suggested that once a base salary is established for the Superintendent the furloughs can then be identified.

Referring to 3.2 Salary Adjustments, Mrs. Good stated that the Superintendent is at the top of the administrative ladder and any salary adjustment should be tied to whatever goals and objectives the Board discusses as a team. Mrs. Good was of the opinion that the base salary should not be increased by the percentage of pay at the end of the 12 months.

Referring to 3.4 Vehicle Allowance and 3.5 Expense Allowance, Mrs. Good inquired whether either section is subject to 5.2 Documentation of Expenses.

Mr. Carland responded that they were negotiated as flat amounts without the requirement for receipting.

Mrs. Good stated that the Documentation of Expenses is only tied to the travel so the expense allowance of \$500 a month and the vehicle allowance is supplemental pay to his base salary. Mrs. Good stated that the superintendent is not entitled to be reimbursed for mileage, and the \$900 is inclusive of all his travel and it would include a car he chooses to have. Remarking that nothing precludes the Superintendent from using a district vehicle, Mrs. Good stated that the district will still be providing the \$900 allowance and would not seek mileage.

Responding that the point is to compensate the Superintendent for a personal vehicle, Mr. Carland questioned the use of a district vehicle because that would be a cost to the district, specifically compensating him for using his personal vehicle. Remarking that there are exceptions, such as an emergency, Mr. Carland stated that as a rule the Superintendent is receiving this money to compensate him for the use of a personal vehicle. If he does not intend to use his personal vehicle, the Board would be within its right to discuss the agreement because it was not anticipated paying the Superintendent to use his vehicle and also paying for the upkeep of a district vehicle.

Referring to 3.4 and 3.5, Mrs. Rich Levinson stated that this amounts to \$16,800 which when added to the base salary would be \$284,800. She proposed that the Board offer \$275,000 in base salary, which is what the Board originally offered as a maximum salary, and eliminating the \$900 and \$500 expenses. The compromise would be approximately \$9,800.

Ms. Good and Ms. Murray concurred.

**Approved in Open Board Meeting, December 6, 2011**

Reiterating her concern over the paid vacation days at the end of the year, Mrs. Leach stated that it is an extension of compensation and this should be included in the \$275,000 salary.

Mrs. Korn stated that 3.4 Vehicle Allowance and 3.5 Expense Allowance would be eliminated and the revision would occur on 3.1 Base Salary; \$275,000. Mrs. Korn asked her colleagues to keep in mind that in future years the adjustments, if there are percentage increases on salary, the Superintendent will benefit. When it is separated, this is a set amount of money; the only increase is the \$268,000.

Referring to Article 4, 4.1 Medical, Vision and Dental Insurance, Mrs. Rupert voiced concern with family coverage and inquired how much an increase would cost.

Mr. Carland responded there would be a cost of \$1,110 for family health coverage, \$15 a month for family dental, and \$10 a month for vision.

Mrs. Rupert stated she did oppose the dental and vision, and she does have a concern for family health but would agree with a partial coverage. She reiterated that the previous superintendent dropped his wife's health coverage.

Mr. Carland advised that the inclusion of paid family health is comparable to the superintendent in Miami-Dade County; he is getting family coverage paid by the district.

Mrs. Rupert stated that she cannot support the family health plan feature during these financial times and employees taking furloughs.

Responding to Mrs. Rich Levinson's inquiry about industry standard on this issue, Mr. Carland stated that a comparison was made of Miami-Dade, Palm Beach – the highest end of their outgoing superintendent, Lee County and Collier County, and Broward's previous superintendent. Miami-Dade did have paid family coverage for the superintendent; Lee County's superintendent opted out of the district's insurance pool but is receiving almost \$1,900 a month for him to purchase health insurance; Collier County provides insurance at no cost to the superintendent but it is uncertain if it includes the family level. Mr. Carland further stated that this coverage is fairly common for a Chief Executive Officer.

Mr. Williams stated that the comparisons were made when those superintendents were brought into their positions.

Mr. Carland noted that Palm Beach County's previous superintendent opted out of health insurance and received a Tax Sheltered Annuity of \$28,000 a year.

**Approved in Open Board Meeting, December 6, 2011**

Acknowledging that employees have to give so much of their salaries, Mrs. Good stated there needs to be a balance when attracting individuals to the 6<sup>th</sup> largest school district, and there are some issues that may not be the norm but goes above and beyond to ensure that quality individuals can be located. Remarking that the payment in health coverage for the Superintendent and his family is approximately \$13,000 a year, Mrs. Good inquired whether this is sufficient enough to the Board to make it an issue. Mrs. Good further stated that the district needs someone to run the district and she has total confidence that Mr. Runcie will run the district, and he may be equally as shining as anyone in a neighboring county.

Referring to 4.3 Florida Retirement System, Mrs. Rupert inquired whether the Superintendent will be required to pay the 3 percent, as do all employees.

Mr. Carland responded affirmatively.

Referring to Article 5, 5.1 Travel Expenses, Mrs. Leach inquired about reimbursable travel expenses incurred, whether a cap is provided. She stated that as a teacher when she traveled she received a daily food allowance.

Mr. Carland advised that the reasonable travel-related expenses would be reimbursable as provided by policy and statute, and as part of the bargaining the Superintendent could apply the other expense allowance that he can choose to apply to supplement his travel in these areas.

Referring to 5.5 Moving and Transition Expenses, Mrs. Leach inquired whether the \$20,000 would cover moving expenses from Illinois and whether the expenses are receiptable.

Responding affirmatively, Mr. Carland stated that this is an item that would be subject to receipts, the \$20,000 is a cap. He stated that research was done and a review was made of two estimates of major US carriers; the highest estimate was \$9,000, which was not realistic. Mr. Carland stated that moving companies indicated there would be other factors that could raise the amount in the range of \$12,000 to \$15,000. He noted that former superintendent Dr. Till's move from California was a little over \$17,000, plus some air-fare. Mr. Carland further stated that the Board wanted a superintendent as soon as possible and after some discussion, Mr. Runcie said he was willing to start tomorrow if the agreement could be worked out.

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Mrs. Korn concurred that \$20,000 is a reasonable amount for the move, it would just be the time frame in which Mr. Runcie can make a claim for moving costs rather than open-ended. She suggested the inclusion of a reasonable time frame.

Ms. Murray stated that sometimes it pays to have a time frame, and just to move belongings will cost \$12,000 to \$15,000. She suggested a time line of six months.

Referring to Article 6, 6.1 Vacation Leave Days, Mrs. Korn voiced concern with the sentence: "The days shall vest on the first day of the contract each year during the Term of this Agreement."

Mrs. Korn stated that as of day one there are 24 paid vacation days; other employees are given a certain number of days at the beginning and the majority of the days are accrued over time. She stated she was not comfortable with that provision in the agreement and it is not in line with general practices in the business world.

Mrs. Leach inquired how many vacation days do other administrators receive on a 244-day calendar and when do the days begin to accrue.

Mrs. Sharon Airaghi, North Area Superintendent, responded that it depends on their years of service as an administrator; 1 to 1 ¼ days, for a total of 12 days vacation time. The most they can earn is two days a month after 13 years as an administrator

Mrs. Rich Levinson informed that Ms. Diaz indicated to her that after 10 years experience the administrators receive 2 days a month.

Concurring, Ms. Diaz informed that for 10 years or more of experience administrators earn two days a month, 24 days a year.

Ms. Murray inquired whether the Superintendent is being recognized as having 10 years of experience, receiving 2 days a month.

Ms. Diaz responded that she was not certain how many years experience Mr. Runcie had in Chicago.

Mr. Carland advised that the agreement does not specify the granting of years of experience and the normal policy for any other administrator would apply. Mr. Carland stated that no other employee accrues automatic days and no other employee has the option of a 10-day buyout.

Ms. Diaz stated, from 5 to 10 years the administrator would accumulate 1 ½ days a month. She concurred that no other employee has the option of a 10-day buyout.

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Mrs. Leach stated that this amounts to \$11,000 annually of compensation; it averages to \$1,100 a month on a 244 calendar.

Ms. Dinnen stated that this is not considered compensation in the contract that is offered to teachers or administrators.

Mrs. Leach stated that teachers do not have the ability to buy back 10 days a years.

Ms. Dinnen stated that state law allows vacation days to administrators.

Responding to Mrs. Rich Levinson's inquiry about the 24 days the Superintendent would subsequently receive and the number of days carried over, Ms. Diaz stated that the days are carried over each year up to a maximum, because he is starting after the 2001 state statute that limits the number of days to 60 vacation days for employees hired after 2001. There is no limit on the Superintendent's sick time.

Mrs. Rupert requested tabling the item in order to hear Special Order Agenda Item A-6.

Motion to Table (Carried)

Motion was made by Ms. Dinnen, seconded by Mrs. Good and carried, to table this discussion until the conclusion of Agenda Item A-6. Mrs. Bartleman was absent. (8-0 vote)

A vote was taken on the Motion to Table.

Following the action of Agenda Item A-6, the following motion was made:

Motion to Reconvene (No vote taken)

Motion was made by Ms. Dinnen, seconded by Mrs. Good, to reconvene the discussion.

Ms. Murray stated that the Superintendent is to receive 24 work days of paid vacation leave, exclusive of holidays, each fiscal year, which is 2 days a month and 5 weeks vacation, and the probability is high that he will not take those days for vacation. Ms. Murray stated that the Board should revisit this issue.

Mrs. Leach stated that when someone retires they receive their unused time, and when it is paid annually it appears like compensation. She was in favor of cutting back on the "perks."

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Mr. Williams concurred that the whole package must be considered rather than focusing on one item.

The following individual addressed this item:

Donna Shubert

Referring to Article 7, Sick Leave, Ms. Dinnen inquired about this section.

Ms. Diaz informed that administrative employees earn 1 sick leave day a month, 12 days a year.

Mr. Carland stated that the Superintendent is earning sick leave as any other 12 month administrative employee.

Ms. Dinnen clarified that the reimbursement of sick leave was instituted by the state of Florida; districts now have a choice as to whether to go along with this. Reimbursement and the percentage of reimbursement is bargained by the individual bargaining unit.

Responding to Ms. Dinnen's inquiry, Ms. Diaz stated that vacation days are reimbursed up to 60 days; sick days are reimbursed upon retirement but if an employee resigns they do not receive the sick leave payout.

Referring to Article 8, 8.1 Consulting Work, Mrs. Korn stated that she would be more comfortable with the Superintendent disclosing to the Board, with approval, of any consulting work he will be performing. She said she would like to have a voice on what other consulting work he will be performing in light of the role he is playing for the district.

Referring to Article 9, Evaluation of Superintendent and Extension of Term, Mrs. Rupert inquired why the Superintendent is going to submit to the Board a recommended evaluation form when the Board agreed that Ray and Associates was going to assist with an evaluation form and it was part of their fee.

Mr. Carland responded that the agreement was specifically negotiated to be a mutual process, that the Board wanted to be part of the process in creating the evaluation instrument. Mr. Carland indicated that Mr. Runcie requested the opportunity to present to the Board what he thought would be a good instrument and process and whatever information or examples can be gathered from Ray and Associates, and look at both. It does not bind the Board to anything.

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Mrs. Rupert stated that she certainly wants Mr. Runcie to be part of the conversation, as she believes if someone is part of the process on how they are to be evaluated it is an invaluable input. Mrs. Rupert was of the belief that the Board is already paying for the evaluation instrument and it is one reason that they were selected to conduct the superintendent's search.

Concurring, Ms. Diaz informed that Ray and Associates indicated they would provide templates or different evaluation forms that could be used by the Board.

Mr. Williams stated that the Board had indicated they wanted an evaluation twice a year.

Referring to Article 10, Termination and Non-Renewal, Mrs. Good inquired whether any changes were made to this article.

Mr. Carland stated that 10.2 Termination for Cause was included in previous superintendents' agreements and what changed was a provision for a one-year severance without cause, which is permitted by statute; originally it was six months. This provision also includes a 90-day written notice, which is in line with comparables in terms of notice. Some districts had longer notice periods and less severance. Mr. Carland noted that the current language is in line with Miami-Dade County.

Mr. Carland further stated if the Board and Mr. Runcie amicably agreed to part ways or the Board decided to part ways with Mr. Runcie after a year, with two years left on the agreement, if there was a without cause termination the maximum would be a one-year severance. If a termination without cause is made within the last year of the agreement the maximum is six months and Mr. Runcie would receive six-months severance.

Mrs. Good inquired whether the one-year severance is a base salary or the current salary at the time of termination.

Responding that the agreement does not specify this point, Mr. Carland stated that Mr. Runcie's base salary would only change if the agreement was re-negotiated or within the three-year term a raise were given to 12-month administrators. In this scenario he would receive the same percentage. This is the only way his base salary would change, otherwise, it is the same for the entire three-year term. Mr. Carland concurred with Mrs. Good that the severance pay of one year would be the applicable pay at that point in time.

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Responding to Mrs. Rupert's inquiry about a 20-week loss, Mr. Carland advised that the School Code has a specific provision that applies to superintendent contracts and severance packages, and the law interpreting statute if there is one more specific that would apply. In this situation, there is school law that is specific to superintendent contracts in this area.

Remarking that in 10.1 Termination Without Cause there is an opportunity to have 90-days written notice, Mrs. Korn suggested a change to 10.2 Termination Compensation reflecting that the 90 days would be within the 12 months. Mrs. Korn stated that what the district would be paying beyond the service is at the most nine months, but Mr. Runcie would then have a period of 12 months to find other employment. She stated that this would mitigate the 12 months which seems like a large sum of money.

Remarking that this suggestion could be explored, Mr. Carland stated there is a mutual provision for mutual termination, and the Board is able to negotiate something different if a mutual separation occurs and there are circumstances where that might be beneficial for both parties. He stated that the 90 days can be made applicable to the final year of the term.

Ms. Dinnen inquired whether there is a tax benefit to the receivable by labeling items as allotments other than straight salary.

Mr. Carland responded that he did not know and would defer to Mr. Benjamin Leong, Chief Financial Officer, Office of the Chief Financial Officer.

Referring to 10.8 Mutual Agreement, Mrs. Korn noted a scrivener's error, Contact should be Contract.

Referring to 5.5 Moving and Transition Expenses, Mrs. Good requested that there be some allocated expectation that Mr. Runcie would be employed by the district for a certain period of time, since the district is paying \$20,000 in moving expenses. Mrs. Good voiced concern if the reimbursements were provided and something were to occur, and Mr. Runcie not able to remain with the district for a long period of time. She stated this is customary for certain educators, providing some reimbursements for courses, with certain expectations.

Mr. Carland requested clarity as to a specific time frame for the reimbursement period, such as a one-year period; if the Superintendent were to leave before the second year is complete he would have to reimburse.

**Approved in Open Board Meeting, December 6, 2011**

Ms. Dinnen stated if the Superintendent has to use it within a year it would be an expectation of the Superintendent being with the district one year and, if he leaves before then it could be pro-rated. If he leaves at six months the district would expect reimbursement.

Remarking that she likes the concept, Mrs. Korn noted that there are several different ways the Superintendent can leave the district, which the Board needs to consider.

Mrs. Rich Levinson suggested, if there is consensus, to eliminate 3.4 Vehicle Allowance and 3.5 Expense Allowance, and 3.1 Base Salary be set at \$275,000.

Mrs. Korn inquired whether the Superintendent could request additional mileage since the Vehicle Allowance is being eliminated.

Ms. Dinnen suggested that mileage receipted could be stated, it would be provable and legitimate mileage. Mileage with receipts is not exorbitant when someone is required to extensively travel within a given area. Ms. Dinnen cautioned against "nickel and diming" someone based on this issue.

Mrs. Rupert inquired whether there is a cap on mileage. She suggested a reasonable cap of \$450 a month.

Mr. Carland responded that the formula is whatever miles are driven at a rate. He stated that employees who apply for mileage under Board policy would not be capped, they would just need to document the mileage, sign the appropriate forms, and they would be reimbursed pursuant to the state rate.

Mrs. Korn was of the opinion that it would be cumbersome to have the Superintendent track his miles throughout the district, as this task is unrealistic. She suggested modifying the vehicle allowance by a significant reduction.

Following extensive discussion by the Board, Mr. Carland stated that Mr. Runcie has been watching the discussions and has heard the Board's concerns and comments. Mr. Carland suggested that he and Mr. Williams meet with Mr. Runcie and his attorney (telephonically), noting that the Board is looking for sensitivity to the district's financial situation and addressing public concerns.

Concurring with the suggestion, Mrs. Rich Levinson noted that Mr. Runcie has been working without a contract; he worked two days last week, attending the Board training with Board Members, working this week unpaid, and has basically taken his furlough days already.

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Ms. Dinnen requested that Mr. Runcie be informed that the Board's discussion today is reflective of the economic crisis that the district has experienced and continues to experience. It in no way reflects on the Board's lack of enthusiasm for hiring him as an individual. Ms. Dinnen stated that there has been great reaction from the public and she still supports the motion she made to unanimously hire Mr. Runcie.

Concurring, Mrs. Rupert stated that the Board is uncomfortable going through the agreement piecemeal; the Board is excited and wants to complete the process in order to move forward while being fiscally responsible.

Mrs. Rich Levinson inquired about which issues the Board has reached consensus on.

Ms. Dinnen stated that there was consensus that the Board would not be in favor of the Expense Allowance, and there is wiggle-room on 3.1 and 3.4, as far as adjustments.

Mr. Williams stated that there is consensus with the Board to leave 4.1 Medical, Vision and Dental Insurance in the agreement and there is consensus with Article 5.

Referring to Article 6.1 Vacation Leave, Mrs. Korn inquired when the days become vested. She would prefer accrued rather than vested day one.

Ms. Dinnen stated she does not have a concern with accrual.

Mrs. Good suggested the first year be vested and year two will accrue, as a compromise.

Mr. Williams noted there is not an issue with Article 7, Sick Leave.

Referring to Article 8, Consulting Work, Mrs. Leach noted that the Board is asking for approval for consulting work.

Mrs. Korn clarified that approval is only if Mr. Runcie is doing outside consultation work where he is being compensated outside of the district.

Ms. Dinnen questioned why the Board would need to approve the Superintendent's consulting work performed during vacation time.

Mr. Carland advised that in his contract with the Board it is very specific that Legal Counsel not perform other services for anyone; he devotes his law practice 100 percent to the district whether on his time or not. Mr. Carland stated that as long as the Board concurs that the consulting work would be on his time.

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Mrs. Leach informed her colleagues that she has spoken with Mr. Carland about her consulting work with a local university and different school districts throughout the country, which is a conflict and she recently resigned. Mrs. Leach stated she would feel more comfortable knowing about the consulting work.

Mr. Williams stated there will be approval from the Board regardless of when the consulting work is done.

Mrs. Korn noted that some districts do not allow consulting work carte blanche and Broward is offering Mr. Runcie the opportunity to engage in consulting work with additional compensation, with approval.

Mrs. Korn referred to 10.2 Termination Compensation, and stated that part of the 12 months remaining term would potentially envelope the 90 days referenced in 10.1 Termination without Cause. Mrs. Korn stated that the Board needs to “nod” and agree.

The following individuals addressed this item:

Bernie Schultz  
Rhonda Ward

### Motion to Recess (Carried)

Motion was made by Mrs. Rich Levinson, seconded by Ms. Dinnen and carried, to recess momentarily. Mrs. Bartleman was absent. (8-0 vote)

Following a brief recess, discussion continued on this item.

Mr. Williams informed that he and Mr. Carland met with Mr. Runcie to identify the changes to the Employment Agreement.

Referring to Article 3, 3.1 Base Salary, 3.4 Vehicle Allowance and 3.5 Expense Allowance, Mr. Carland informed the Board that the Superintendent is willing to waive the expenses in 3.5; in exchange he is seeking the \$275,000 salary, the use of a fleet vehicle, and using the vehicle for some incidental personal use.

Referring to 6.1 Vacation Leave Days, Mr. Carland stated that Mr. Runcie is amenable to the Board's requests: In year one he will vest the 24 days upfront, in years 2 and 3 he will accrue two days a month, similar to a tenured employee.

**Approved in Open Board Meeting, December 6, 2011**

Referring to 8.1 Consulting Work, Mr. Carland stated that Mr. Runcie was not in agreement with the prior approval; however Mr. Runcie was advised that if at any point the Board believes that anything he is doing in terms of his consulting work is impinging on his performance, the Board is within their right to address it.

Responding to Mrs. Leach's inquiry, Mr. Carland concurred that he would advise Mr. Runcie if there is a Chapter 112 Public Officers and Employees: General Provisions violation or a state ethics issue.

Responding to Mrs. Rupert's inquiry, Mr. Carland stated that the contract language regarding disclosure in writing about any consulting work be made in advance will remain. The Board will be informed in advance, according to regulations and laws.

Mr. Carland informed that Mr. Runcie's attorney appeared telephonically to discuss 10.2 Termination Compensation, severance pay; concerns that in the last year the 90 days be part of the 12 months. Mr. Carland stated that originally the 90 days notice was requested by Mr. Runcie and his attorney, and this proposal accomplishes the concerns of the Board. Mr. Carland spoke of the scenarios that might occur; if there was a without cause termination in the last year the Superintendent would not be terminated until the 90 days are completed. Their requirement for the notice achieves what the Board wants in the last year; in year 3 of the contract a 90-day notice requirement is given, the Superintendent has to serve this time and he would only have the days that remain.

Mrs. Korn stated that the intent was 18 months remaining; at that point the 90 days would be part of the 12 months, the concept being that the Superintendent knows he has 12 months of pay and he would be without employment for 9 of those 12 months.

Mr. Carland advised that he is not proposing any language change in 10.2 based upon his understanding of the article, because it achieves the Board's concerns.

Mrs. Good stated that the maximum would be one year.

Responding affirmatively, Mr. Carland stated that one year was always intended to be a cap and it still remains as such.

Motion (Carried)

Motion was made by Mrs. Rupert, seconded by Ms. Dinnen and carried, to approve the new Superintendent's contract with agreed changes. Mrs. Bartleman was absent. (8-0 vote)

**Approved in Open Board Meeting, December 6, 2011**

The following individuals addressed this item:

Rhonda Ward

A vote was taken on the Motion.

Mr. Carland advised that his office will make the changes to the Employment Agreement and the Superintendent can officially sign the contract.

Mrs. Rich Levinson thanked Mr. Carter for taking the position of Interim Superintendent and for moving the Board forward.

Mr. Williams stated that he is very proud of Mr. Carland for doing a fantastic job.

**CC. BOARD POLICIES**

**DD. OFFICE OF THE CHIEF AUDITOR**

DD-1. Audit of the Internal Funds of Selected Schools in the North, Central and South Areas (Received)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried, to receive Audit of the Internal Funds of Selected Schools in the North, Central and South Areas. Mrs. Bartleman was absent. Mrs. Leach and Mrs. Rupert were absent for the vote. (6-0 vote)

Audited the Internal Funds of the schools listed below for the fiscal years ended June 30, 2010 and 2011, as authorized by the State Board of Education Rule 6A-1.087(2), Florida Administrative Code and School Board Policy 1002.1.

\*Coral Springs High School, \*Cresthaven Elementary School, Forest Glen Middle School, \*Liberty Elementary School, \*Markham Elementary School, \*Morrow Elementary School, Northeast High School, \*Palmview Elementary School, \*Park Ridge Elementary School, \*Parkside Elementary School, \*Ramblewood Elementary School, \*Riverside Elementary School, \*Silver Lakes Middle School, \*Stoneman Douglas High School, \*Tedder Elementary School, \*Winston Park Elementary School, \*Community School North School, \*Eagle Point Elementary School, \*Gator Run Elementary School, \*Horizon Elementary School, Larkdale Elementary School, Piper High School, \*Sandpiper Elementary School, \*Sawgrass Elementary School, \*Sunrise Middle School, William Dandy Middle School, \*Driftwood Middle School, \*Glades Middle School, \*Lanier James Education Center, \*West Broward High School.

\*Denotes Schools With No Audit Exceptions

**Approved in Open Board Meeting, December 6, 2011**

The Audit Committee reviewed and approved this report for transmittal to the School Board during the Committee's September 8, 2011 meeting.

The source of funds to perform the Internal Audit Reports was the General Fund budget allocation for the Office of the Chief Auditor. There is no additional financial impact to the school district.

Noting the schools that had clean audits and no exceptions, Mrs. Good stated that there were many schools on the list, far more schools that had no exceptions than those that did have exceptions. She thanked the schools for doing an exceptional job.

Noting that six schools had first-time exceptions, Ms. Murray requested that staff ensure that they do not appear next year on this agenda item.

DD-2. Internal Property Audit Report – Property and Inventory Audits of Selected Locations 2010-2011 (Received)

Motion was made by Ms. Dinnen, seconded by Mrs. Good and carried, to receive Internal Property Audit Report – Property and Inventory Audits of Selected Locations 2010-2011. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

Property and Inventory Audits of Selected Locations were performed, as authorized by the Florida Statute 274.02(2), School Board Policy 1002.1, and School Board Policy 3204.

The Audit report represents 62 locations in which a total of 55 locations had no exceptions and 7 locations had exceptions.

The Audit Committee reviewed and approved this report for transmittal to the School Board during the Committee's September 8, 2011 meeting. The source of funds to perform the Internal Audit Reports was the General Fund budget allocation for the Office of the Chief Auditor. There is no additional financial impact to the school district.

Board Members requested a Board workshop to discuss Property and Inventory Controls; for example, ensuring Exit Audits occur (switching in principals or someone retiring) and also what is the action plan for Repeat Exceptions.

Mrs. Korn informed that she had spoken with staff about the majority of her concerns; discussed the issue of new principals assigned to a school and they do not always know what the school has in terms of property.

## Approved in Open Board Meeting, December 6, 2011

Noting that staff indicated to her that exit audits are conducted, Mrs. Korn stated that she did not make note that exit audits are required to be done for a new principal; she wants exit audits to occur for a principal, otherwise they are not held responsible to the extent of what property was at the school. Mrs. Korn inquired how the district stands in terms of exit audits and the responsibility of the district to work with principals on that issue.

Ms. Murray informed that a suggestion had been made to have a mid-term check of audit responsibilities within an area. Ms. Murray recommended a workshop discussion on this issue, perhaps establish a policy so that the proper procedure is followed in the future.

Concurring, Ms. Dinnen stated that there are people who come into a school situation and they may not know what had occurred. She stated that the check should be done when the person leaves and that the new person coming in should be aware of what is occurring and what the territory is. Ms. Dinnen said there is nothing in place that demands that a check occur.

Mr. Reilly responded that every attempt is made to conduct audits when principals are retiring or when the principals will be switched to different schools. Mr. Reilly stated that sometimes staff is not able to get to the school before the transition changes, but staff does identify when there is a change in principal, with the dates that they were there, and conduct a new audit with the new principal as soon as possible.

Mrs. Rich Levinson congratulated the school locations with no exceptions, the vast majority of the listed schools. Voicing concern over the repeat exceptions, Mrs. Rich Levinson stated that the Audit Committee has indicated that site staff has not effectively implemented a process for monitoring equipment and asset records in accordance to the Corrective Action Plan submitted as a result of the previous audit. Noting the communication back and forth, Mrs. Rich Levinson asked that staff ensure that the plan is in action so that the same issues do not recur.

Mr. Reilly responded that the concerns will be addressed once the corrective action is noted. Mr. Reilly stated that there has been much improvement with management and putting out clear procedures to explain where the problems have been in the past and how to handle specifically a situation with surplus or identifying the item onto inventory, including the issue with serial numbers. Mr. Reilly stated this is a good guide for anyone who is currently handling property and inventory.

**Approved in Open Board Meeting, December 6, 2011**

Referring to repeat offenders, Ms. Murray stated that the inventory item is brought under one person and then distributed to several people, and she was of the opinion that the material is lost during the distribution process. Ms. Murray inquired what corrective steps are being taken to correct this problem. She stated that the person receiving the property by another party should be held responsible for receiving those goods; if they do not follow this process, they should not be allowed to receive this inventory.

Mr. Reilly responded that the key steps that were added in the new 0100 policy is the self-inventory that is suppose to be done semi-annually; the location is needed on the inventory which must be checked. The Opti Spool system has a good report that alerts the location if something has changed on the inventory. Rather than going through the entire Property Inventory List, there are specific updates to the inventory.

Responding to Ms. Murray's inquiry about the training process, Mr. Reilly stated that a lot of training is conducted; when there are exit meetings with each location a checklist is reviewed, providing a list of items that have not been located and the location having a 30-day window to try to locate the item. Items that cannot be found are moved off the current inventory, starting with inventory that staff should be accountable for. Mr. Reilly further stated that staff conducts training with new principals, to get them onboard, meeting with smaller groups to review the processes for the Property Inventory Control.

Mrs. Korn concurred with a workshop discussion on this issue.

- DD-3. Audit of the Payroll and Timekeeping Practices of the Design Services Department for the Period from December 27, 2010 through July 10, 2011  
(Received)

Motion was made by Ms. Murray, seconded by Mrs. Good and carried, to receive Audit of the Payroll and Timekeeping Practices of the Design Services Department for the Period from December 27, 2010 through July 10, 2011. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

At the request of the Acting Deputy Superintendent of the Facilities and Construction Management Division (F&CM), and in accordance with the Audit Plan for the 2011-12 fiscal year, we have performed an audit of the payroll and timekeeping practices at the Design Services Department, reporting under the (F&CM) Division. Based upon payroll irregularities identified by F&CM's administration in several payroll periods, our office was asked to assist the F&CM Division.

## Approved in Open Board Meeting, December 6, 2011

The objectives of the audit were to determine whether payroll and timekeeping practices are in compliance with established District policies, procedures, and bulletins and whether these practices effectively reduce the risk of payments to employees for work not performed, payroll irregularities and inaccurate employee vacation and leave balances, and to determine if management should pursue payroll corrections to employees' payroll records.

We found instances of non-compliance with District policies, bulletins, procedures and rules; significant weaknesses in internal control; inefficient and ineffective timekeeping practices and improper performance of duties by the location's Payroll Processor and the Payroll Approver/ Administrator; payments for work not performed, and absences incorrectly categorized, (i.e. vacation vs. sick leave), or no absences charged to employees' payroll record for vacation and leave hours taken. Many of these conditions are repeat findings, which were identified in a previous audit (Operational Audit of the F&CM Division), which included a review of the Design Services Department's payroll and timekeeping procedures in March 2010. An SIU investigation is recommended for the location's employees involved with the payroll operations, as well as employees who benefited from these irregularities, due to the excessive number of unrecorded absences in excess of \$65,000.

The Audit Committee reviewed and approved this report for transmittal to the School Board during the Committee's September 8, 2011 meeting.

The source of funds to perform the Internal Audit was the General Fund budget allocation for the Office of the Chief Auditor. There is no additional financial impact to the school district.

Remarking that she met with Mr. Reilly on this issue, Mrs. Rich Levinson strongly suggested that the district's timekeeping practice be amended. Mrs. Rich Levinson was of the opinion that it is not proper for employees to record their absences; there needs to be daily attendance sheets and electronic payroll approval by location. She encouraged Mr. Runcie and Mr. Reilly to review the system together and develop how the timekeeping practices throughout the district can be enhanced.

Mrs. Rich Levinson informed that she read the response by Mr. Thomas Lindner, Acting Deputy Superintendent, Facilities and Construction Management, as to how the issue is being addressed, and said she is looking forward to the district recovering the money that was overpaid.

**Approved in Open Board Meeting, December 6, 2011**

Mr. Lindner stated that the employees that are still employed at Facilities, with the exception of one employee who has one or two disputes, have re-paid every hour that they were docked for, through time and/or refunding the hours. The payroll processor, who was being paid a stipend to perform this function, was referred to Special Investigations Unit, and demand letters for re-payment from those laid-off employees were forwarded to Payroll to follow the payroll protocol.

Commending Mr. Lindner for asking that this audit be implemented, Mrs. Rupert stated that there were 87 instances whereby the Vacation/Leave Request forms were actually filled out by employees and approved by the administrators, they were on file but were not entered into the system. Mrs. Rupert voiced concern about the 432 Vacation/Leave Request forms that were not available for that audit. She praised staff's attention and continued work on this "weak" point in the system.

**EE. CHIEF OPERATIONS OFFICER**

**FF. CURRICULUM/EDUCATIONAL PROGRAMS & STUDENT SUPPORT**

**FF-1. Supplemental Educational Services (SES) Agreements – Eleventh Round, Part 11 (Approved)**

Motion was made by Ms. Dinnen, seconded by Ms. Murray and carried, to approve the eleventh round of agreements for SES providers required under No Child Left Behind (NCLB). There are currently 226 State-approved vendors who are eligible to offer SES services in Broward County and have expressed an interest. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

The current agreements are for the following providers:

1) ADC Tutoring Corporation, 2) A+ Grade Tutoring Services, Inc., 3) Barton's Boosters Inc., 4) Club Z! In-Home Tutoring Inc., 5) Club Z! In-Home Tutoring Inc., DBA ABZ Prep, 6) Focus Learning Academy, Inc., 7) Universal Learning Concepts, LLC.

Vendors can receive up to \$1,356 per pupil for student tutoring services. This is equal to the per pupil appropriation given the District under the Title I program. Based on the required Title I set aside for SES, it is anticipated that 6,680 students can potentially be served in the 2011-2012 school year. There will be additional contracts forthcoming due to the high volume of approved providers.

Copies of the full agreements are available at the Board Members' office on the 14th floor of the K. C. Wright Building.

**Approved in Open Board Meeting, December 6, 2011**

These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

The financial impact for this initiative is up to \$1,356 per approximately 6,680 students. The source of funds is the District's Title I SES federal required set aside of \$9,058,337. There is no additional financial impact to the district.

No discussion was held on this item.

- FF-2. Contract agreement with District 10, Department of Children and Families, Substance Abuse and Mental Health Program Office (SAMHPO) (Approved)

Motion was made by Ms. Dinnen, seconded by Mrs. Rupert and carried, to approve Contract with District 10, Department of Children and Families, Substance Abuse and Mental Health Program Office. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

This contract with the Department of Children and Families (DCF) is a three-year contract and will provide funding for the support of:

- A Comprehensive School and Community Suicide Prevention and Intervention Program to include three Licensed Master Level Suicide Prevention/ Intervention Family Therapists.
- The contract for the three (3) year period totals \$667,362; Annually: \$222,454 for FY 2011-12, \$222,454 for FY 2012-13 and \$222,454 for FY 2013-14.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

The financial impact: District receives \$222,454 per year for three years totaling \$667,362. There is no additional cost impact to the District.

No discussion was held on this item.

- FF-3. Grant Applications (Approved)

Motion was made by Mrs. Good, seconded by Ms. Murray and carried, to approve the submission of grant applications to: Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

**Approved in Open Board Meeting, December 6, 2011**

- A. Autism Society Grant, \$1,000
- B. Florida Inclusion Network (FIN), \$212,000
- C. Florida Teacher Quality Grants Program, \$1,500,000
- D. Target Arts Grants Program, \$2,000
- E. Target Early Childhood Reading Grants Program, \$2,000
- F. The Wal-Mart Foundation, \$1,000
- G. Wells Fargo Grant, \$1,928

Copies of the full grant applications are available at the Board Members' Office on the 14th floor of the KC Wright Building.

The potential positive financial impact is \$1,719,928 from various sources. There is no additional financial impact to the district.

No discussion was held on this item.

**GG. HUMAN RESOURCES**

**HH. ATTORNEY**

**II. OFFICE OF THE SUPERINTENDENT**

**JJ. FACILITIES AND CONSTRUCTION MANAGEMENT**

JJ-1. Agreement with Broward County – Building Code Services – Emergency/Non Guaranteed Supplemental Support (Not Approved)

Motion was made by Ms. Murray, seconded by Mrs. Good, to approve the agreement with Broward County Board of Commissioners for Building Code Services, Emergency/Non Guaranteed Supplemental Support and authorize spending authority of \$3,000,000. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (0-7 vote)

This is a new agreement with Broward County Board of Commissioners for Building Code Services, Emergency/Non Guaranteed Supplemental Support.

The scope of the agreement consists of building code services including building official services, plan review, permit inspection, code compliance and other services on an as-needed basis until September 30, 2016. Costs will be as per Article 3 of the agreement.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

The agreement will be executed by the Broward County Board of Commissioners after Board approval.

**Approved in Open Board Meeting, December 6, 2011**

There is no financial impact at this time. Use of this agreement is subject to the need and the availability of funds included in the Adopted District Educational Facilities Plan, Fiscal Years 2010-2011 to 2014-2015 for any projects needing these services. This item is not affecting the overall budget, therefore, it does not require a collaboration form from the Capital Budget Department.

Motion to Vote Item Down (Carried)

Motion was made by Mrs. Good, seconded by Ms. Murray and carried, to vote the item down. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

Mr. Carland advised that an "aye" vote will be to vote the item down.

Ms. Dinnen concurred that an affirmative vote is to vote the item down.

JJ-2. Change Orders (Approved)

Motion was made by Ms. Dinnen, seconded by Ms. Murray and carried, to approve change orders as listed for various school projects. Mrs. Bartleman was absent. Mrs. Leach was absent for the vote. (7-0 vote)

<u>Anderson, Boyd H. High</u>		Change Order 11	\$23,311
Unforeseen Condition	\$23,311		
<u>Fort Lauderdale High</u>		Change Order 02	\$21,807
Owner Request	\$8,761		
Unforeseen Condition	\$13,046		
<u>Hallandale High</u>		Change Order 03	\$16,427
Consultant Error	\$3,958		
Unforeseen Condition	\$12,469		

Financial Impact: All projects have been included in the Adopted District Educational Facilities Plan (September 8, 2011). There is no additional financial impact to the district.

Referring to Fort Lauderdale High, Mrs. Good inquired whether the contractor was asked to provide an FPL easement survey.

Responding affirmatively, Mr. Lindner stated that this is not part of the scope of work; the district would have hired a separate surveyor as part of the easement but it was more expeditious to handle it in this manner. Mr. Lindner affirmed that the district has surveyors on contract to conduct surveys for easements.

**Approved in Open Board Meeting, December 6, 2011**

Mr. Lindner responded affirmatively and stated that the job was a time sensitive nature and a small amount of the change order.

Referring to Unforeseen Condition, Item No. 004, Mrs. Good inquired whether the water lines were not shown on the plans, or whether there were some omissions on the surveys. Mrs. Good also referred to Item No. 2, removal of organic material.

Responding affirmatively, Mr. Lindner stated that it was a part of the parking lot and when those portables were installed there were not as-built for that specific area. Mr. Lindner further stated that when the excavation began consideration was given to removing the portables and taking them out of service, however, there was another project involving a classroom building that was just awarded and there was a reluctance to move portables that may be needed during the construction.

Referring to Item 002, Mr. Lindner informed that the site was a vacant lot for a long time, and when the footers were going to be installed for the retaining wall adjacent to the construction site, trash was found and the district was required to remove it and then backfilled in order to provide appropriate support for the retaining wall. Mr. Lindner confirmed that there was no contamination issues; an environmental survey is done as part of the process.

Ms. Dinnen stated there used to be a restaurant on the site, the Sea Grill.

Concurring, Mr. Lindner stated there was also a residential area.

Referring to Hallandale High Consultant Error, Item 005, Mrs. Korn inquired whether a portion of the electrical quote includes the credits for installing the panel; whether this is the additional cost.

Responding affirmatively, Mr. Lindner stated that is the impact to the district. He explained that a review will be made of the original quote submitted by the contractor and they will refund to the district the amount of overhead and profit associated with this betterment to the district, as part of the closeout.

**KK. OFFICE OF CHIEF FINANCIAL OFFICER**

**Adjournment** This meeting was adjourned at 5:25 p.m. by way of motion by Ms. Dinnen and seconded by Mrs. Rupert. Mrs. Bartleman was absent. (8-0 vote)

RT