

Approved in Open Board Meeting June 15, 2016

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

April 5, 2016  
Tuesday, 10:15 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in regular session at 10:22 a.m., Tuesday, April 5, 2016, in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members, Dr. Rosalind Osgood, Chair; Abby M. Freedman, Vice Chair; Robin Bartleman; Heather Brinkworth; Patricia Good; Donna P. Korn; Laurie Rich Levinson; Ann Murray; Nora Rupert; Robert W. Runcie, Superintendent of Schools; and Barbara J. Myrick, Esq.

**Call to Order** The Chair called the meeting to order. Principal Melinda Cunningham and students from Hawkes Bluff Elementary School (appearing through video conference) led the Pledge of Allegiance to the Flag of the United States of America.

**Minutes for Approval** Motion was made by Ms. Korn, seconded by Mrs. Rupert and carried, to approve the official minutes for the following Board Meetings: Mrs. Rich Levinson was absent for the vote. (8-0 vote)

February 24, 2016 – First Public Hearing - Boundaries  
March 15, 2016 – Special - Expulsions

**Added/Changed Items** The Superintendent requested that the Board permit the following changes to the agenda:

- **Speakers** - Withdrawn: Jerry Butkevich; Added: Michael Sirbola
- **Open Items** - Revised: EE-2

The Chair approved the changes and announced the changes to the Agenda proposed by the Superintendent were accepted by the Chair after being determined that good cause had been established for said changes.

**Close Agenda** Upon motion by Mrs. Rupert seconded by Mrs. Good and carried, the Agenda was approved and declared closed. Mrs. Rich Levinson was absent for the vote (8-0 vote)

**Special Presentations**

- Resolution in Support of Autism Awareness Month - April 2016 (Resolution #16-63)
- Recognition in Support of Nova Southeastern University Dental School - Give Kids A Smile

These special presentations may be viewed in their entirety at:  
<http://www.browardschools.com/School-Board/Special-Presentations>

**Reports** The following reports were presented:

- Broward County Association of Student Councils and Student Advisor to the Board - Isaac Weiser, Alternate Student Advisor
- ESE Advisory Council - Kelley Thomerson, Chair
- Facilities Task Force - Nathalie Lynch-Walsh, Chair

These reports may be viewed in their entirety at:

<https://becon223.eduvision.tv/Default.aspx?q=d0F7qPKKlcfmtjfULqo9AQ%3d%3d>  
(Click on School Board Meeting 4-5-16.)

**Speakers**

Youssef Wardani  
Terry Lopez-Preuss (not listed on agenda)  
Trudy Jermanovich  
Sharon Rhoades  
Ronald Barish

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

**CONSENT ITEMS**

**A. RESOLUTIONS**

**B. BOARD MEMBERS**

**E. OFFICE OF STRATEGY & OPERATIONS**

**F. OFFICE OF ACADEMICS**

**G. OFFICE OF HUMAN RESOURCES**

**G-1. Personnel Recommendations for Instructional Appointments and Leaves for 2015-2016 School Year (Approved)**

Motion was made by Mrs. Rupert, seconded by Ms. Korn and carried, to approve the personnel recommendations for the 2015-2016 appointments and leaves as listed in the attached 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.  
(9-0 vote)

Mrs. Rupert asked to have her name separated from this item since it includes her instructional leave for next year. She indicated she already filled out the appropriate conflict of interest form.

Motion to Separate (Carried)

Motion was made by Mrs. Rupert, seconded by Mrs. Bartleman and carried, to separate her name from the list of Instructional Additional Leaves 2016-2017 on Item G-1. (9-0 vote)

A vote was taken on the Motion to Separate.

Mrs. Rich Levinson noticed there were 72 teachers requesting additional leave for 2016-17 from Charter schools and asked how long they were permitted to extend their leave.

Susan Rockelman, Director, Talent Acquisition & Operations, replied as long as those working at the Charter schools submit their intentions every year, their leave is indefinite.

Mrs. Rich Levinson asked what would happen if and when they returned.

Mrs. Rockelman responded if they had a professional services contract they would be guaranteed placement in a school for which they qualified for a position.

A vote was taken on the remaining G-1 item.

Motion to Approve Separated Item (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Brinkworth and carried, to approve the separated item of Nora Rupert's Additional Leave. Mrs. Rupert abstained from the vote. (8-0 vote)

A vote was taken on the separated item.

**G-2. Personnel Recommendations for Instructional Separation of Employment or Discipline for the 2015-2016 School Year (Approved)**

Motion was made by Mrs. Rupert, seconded by Mrs. Bartleman and carried, to approve the personnel recommendations for separation of employment or discipline as listed in the attached 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. (9-0 vote)

Mrs. Rupert commented on the resignation of Teri Williams from Diversity, Prevention & Intervention. Her resignation was devastating to the District, especially since she cited a lack of opportunities for advancement. Mrs. Rupert believed Broward's best and brightest talent should have ample opportunity for advancement right here in the District. True inspirational and transformational leaders are developed within and grown from within and who better to lead than those who have done the job themselves. The Board needs to have a discussion on how it is nurturing its employees, both instructional and non-instructional, as this District moves forward to a place once again where its employees will want to invest 30 years here and grow to be part of the Broward family. She was a wonderful asset to the District and will truly be missed.

Mrs. Good stated she had not seen that type of reason for a leave before and asked if it was one an employee could choose.

Mrs. Rockelman replied it was listed in the backup the Board received.

Mrs. Good concurred with her colleague's comments and said it was a concern for her when an employee that was actively involved and leave for this reason. She said hopefully there could be a bigger and better conversation as to what could be done to ensure that there is a transition plan within the various departments for people within to apply and advance. When someone of this caliber chooses to go elsewhere, it is a concern and raises a flag.

Mrs. Brinkworth noticed the reason for Ms. Williams' resignation because it is something that is not seen regularly. In looking at the Summary sheet, she often wonders if employees put the reason "Personal" in place of the real reason they may be leaving the District as Ms. Williams did. She believed it was a conversation that was needed in regards to what was the overall feel within the District and the real reasons why people are choosing to leave.

Mrs. Bartleman wanted to wish Teri Williams luck. She said there would be a big hole in the District and Ms. Williams would be missed. She thanked her for helping the children in this District and was sorry to see her leave.

Mrs. Rich Levinson also wanted to wish Ms. Williams the best. She said they have all had the opportunity to work with her on a multitude of issues. Ms. Williams was a consummate professional and would be a real loss for the District.

The Chair received input from the audience on this item.

A vote was taken on this item.

**G-3. Personnel Recommendations for Non-Instructional Appointments and Leaves for the 2015-2016 School Year (Approved)**

Motion was made by Mrs. Rupert, seconded by Ms. Korn and carried, to approve the personnel recommendations for appointments and reassignments as listed on the attached 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. Mrs. Rich Levinson was absent for the vote. (8-0 vote)

No discussion was held on this item.

Following a vote on this item, newly-appointed District personnel were recognized and congratulated by the Board.

**G-4. Personnel Recommendations for Non-Instructional Separation of Employment and Discipline for the 2015-2016 School Year (Approved As Amended)**

Motion was made by Mrs. Rupert, seconded by Mrs. Bartleman and carried, to approve the personnel recommendations for separation of employment and discipline as listed on the attached 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. **This motion was superseded by a Motion to Amend (page 13).** (9-0 vote)

Mrs. Bartleman wished Deborah Owens and Mr. Williams well and that they would be missed.

Mrs. Rupert inquired why there was a delay in bringing Chief Williams' resignation to the Board when Major Pollock resigned after Chief Williams and her resignation already came to the Board.

Eric Chisem, Director, Talent Acquisition & Operations, replied they ensured there was not an issue with overpayment when Chief Williams separated; however, there was a delay in processing it by the department. Traditionally, it is a process and with the transition in the department of not having a Chief it was an oversight because they needed new leadership. He said as they transitioned through the process, they educated everyone on what the steps were to follow.

Mrs. Rupert thanked staff for his response; however, she did not feel it was sufficient. She said knowing at the meeting that Maj. Pollock resigned, a Chief was also appointed, so there was no delay in leadership and would prefer a written response with a little more clarity.

Mrs. Brinkworth also felt that it did not make sense that Maj. Pollock's resignation came through without that leadership being in place and would like written clarification as well.

Mr. Chisem responded that the information was an oversight and was not processed. It had a lot to do with the transition.

Mrs. Brinkworth asked if the oversight was by Human Resources (HR).

Mr. Chisem said no, it was handled by the individual department that processes it. Every school, every department processes the action when there is a separation of employment and then it transitions to his department where he brings it to the School Board.

Ms. Korn asked how someone could be appointed to a position when the position had not been vacated.

Mr. Chisem stated from a logistics standpoint they were very expeditious in identifying someone to go into a new role, so that item went to the next Board meeting. It should have happened simultaneously, but an action they take to the Board does not go through the system, it is actually a manual process where they task assign someone to the position. When it goes through the system, it may be two weeks before it becomes a Board item.

Ms. Korn questioned from a payroll perspective, the termination ceased at notice.

Mr. Chisem explained the Board was approving it today, but the effective date was the actual date identified on the agenda.

Ms. Korn stated there have been leadership changes in the past without this happening and wanted to know what was going to be done to ensure it would not happen again. She was a little perplexed that staff was saying leadership would be putting this process in place when that was not true. She asked if that process was fixed for the District or just for that department.

Mr. Chisem responded that there was an individual assigned to take that responsibility to ensure that it does not happen moving forward in that department. Each department has a representative assigned to perform those responsibilities.

To be pro-active, Ms. Korn requested staff to communicate it to every department to ensure there was not the same glitch moving forward.

Mrs. Rupert commented the person assigned to do this got it right for Maj. Pollock, but she found it hard to understand why that person did not get it right for the Chief of Police. She did not think it was right to designate departments to be responsible, rather than HR. Mrs. Rupert reiterated she was looking for much better clarification in a letter, along with a timeline and paper trail.

Mrs. Good asked the Superintendent to ensure there was some type of process in place other than to leave it to the departments in which it occurs. She believed that HR should have a more active role in ensuring the checks and balances are occurring and that the necessary action is coming to the Board at the same time.

Mrs. Brinkworth congratulated Ms. Owens on her retirement and wished her the best.

The Chair received input from the audience on this item.

Mrs. Bartleman wanted to grant an extension to Mr. Johnson and asked how that could happen. In addition, she inquired if classes were full why would employees not be granted the opportunity an extension.

Mr. Chisem responded they went through this process with approximately 50 people to the Board and no extensions were provided beyond that two-year period. He said Mr. Johnson was hired in 2013 and his two-year period was from that time. Mr. Chisem was not aware of any extensions afforded in the Collective Bargaining Agreement for employees.

Mrs. Bartleman asked if it was true that employees need classes and cannot get in because they are full.

Mr. Chisem replied in Mr. Johnson's case, classes were available through June 2015 for his group. The only groups not available were for the months of July and August of 2015.

Mrs. Bartleman questioned if today was the last day of his class.

Mr. Chisem did not have that information.

Mrs. Bartleman would wait to hear from her colleagues but felt he should have the opportunity to finish his class.

Mrs. Rupert stated when the names have come before the Board she did not recall any of them being actively enrolled, so this is a particularly different situation since the employee has already completed two of the three courses required. There have been employees that asked not to be terminated that never signed up for a class; however, this employee had made progress to fulfill his obligation. She agreed with her colleague's remarks.

Mrs. Good asked staff to clarify how many inservice classes the employee had to take in two years.

Mr. Chisem replied the first course was Asbestos and Lockout/Tagout to be completed within 69 days, which he was successful completing. After that, he would have had 1½ years to complete the additional course, which was the Facilities Basics Training Course.

Mrs. Good said the employee took the third course twice before and did not pass it, so it is not someone who is ignoring the requirement, he just has not been able to pass the course successfully. Mrs. Good asked if there were other employees terminated that took the first two courses and were unable to pass the third course.

Mr. Chisem answered yes, there were 20 other employees.

Mrs. Good inquired if there was something special about this course that employees were finding too challenging.

Mr. Chisem stated that was something that was being looked into; however, it is the course that has been offered for many years and there has been successful completion of the course. This is a course where the employee may be mixing chemicals in the schools, being responsible for ensuring they are reading the contents, and making sure they are cleaning the school properly and following the guidelines.

Mrs. Good asked if an employee were dismissed, would they have an opportunity to apply for another position and take the course.

Mr. Chisem responded if an employee did not finish the courses in the allotted time and they resigned, there would be no disciplinary action taken forward. In this case, this was a disciplinary action because he no longer qualified for the job and would not be able to re-apply for the job.

Mrs. Good questioned if this individual were to complete the exam today, would that be within the required time period.

Mr. Chisem replied no, he would have had to complete it by December 2015.



Mrs. Good said it is April and he is still working with the District, which puts the Board in a difficult situation. If his termination ended in December they would not be having this conversation.

Mr. Chisem explained that they have to follow the Collective Bargaining Agreement process and that is how long it took. The location began the process during the winter break.

Mrs. Freedman asked if the Board would violate the bargaining contract if action were taken in the employee's favor.

Doug Griffin, Assistant General Counsel, replied yes. This course was a requirement that was insisted upon by the Federation of Public Employees (FOPE) Bargaining Unit. This was their desire to ensure all facilities service persons were able to pass this course within the two-year period to be qualified to continue to work. Mr. Griffin said the District had taken a lot of heat over this issue because the District was responding in the same manner the Board was today. The union objected to the bargaining team and insisted on enforcement of this issue. The District had taken steps to offer additional classes. The class was an inservice class rather than a college course.

Mr. Chisem stated the class is for five days. It could be offered five (5) consecutive days straight or one day a week for five weeks.

Ms. Korn appreciated hearing from the employee; however, knowing there were other employees that had been in the same position, she could not be inconsistent in applying this exception. If this was a concern, that was something that could be asked through the Superintendent to be looked into, but she would not be able to support separating this individual's name from the item. There is a process in place, and one that challenges the Board all the time, and according to legal, was something that everyone should abide by.

Mr. Runcie responded affirmatively and stated when the issue came up he met with staff and they worked to provide as much opportunity as possible in extending the period, looking at the courses, and everything conceivable to increase the pass rate for employees. They have set up what extensions they were able to, as well as some timelines to bring these items forward. He believed they have afforded individuals a lot of opportunities to pass.

Ms. Korn said she appreciated her colleagues bringing up the fact that they wanted to support this because the Board wants to support each and every one of its employees; however, she wanted to state that she supported her colleagues' comments but could not support the intent and the motion and felt it should be dealt with in a different manner.

Mrs. Rupert inquired if the employee resigned, could he re-apply or could he take the course as a non-employee and re-apply.

Mr. Griffin stated non-employees could not take the course. There is not enough capacity to allow the general public to take the course. He said there have been many principals who have told employees to resign and they would be re-hired, in an effort to circumvent the process of the Collective Bargaining Agreement. Mr. Griffin suggested if someone had been out of the system for six months and in some way bettered themselves and wanted to re-apply, he did not see an issue. The challenge had been people were just resigning and turning around to re-apply in an effort to circumvent the process and if it were to go to arbitration, he would lose.

Mrs. Rupert was not advocating circumventing the process. She wanted to ensure employees had the ability to complete their professional development in a timely manner, but also, at the end of the road if that time has run out, they should have the ability to continue taking classes and re-apply. She asked if someone would be able to take this course outside of the Broward County School District. If not, that leaves someone unemployed and uneducated, and no opportunity to re-apply.

Mr. Chisem replied there currently was not an opportunity to take the course somewhere else. They would be able to share that information through the collective bargaining unit; however, right now, the collective bargaining was written so that the course was to be offered by the District.

Mrs. Rupert asked the Superintendent to consider looking at the avenue where an employee would be given information to finish their course somewhere else on their own, such as through the state or another school district, if they were to resign.

Mr. Griffin added that he would ask the union for a Memorandum of Understanding (MOU) that would allow employees to re-apply if they were able to pass this state class or other alternatives. He believed it was an excellent idea and one that might be acceptable to the union.

Mrs. Rupert also suggested for consideration tying in the classes to be taken in-house at the technical colleges.

Mr. Chisem shared the employee they were speaking about today had a two-year period to complete his courses. Due to the revision of the new Collective Bargaining Agreement, the completion time would now only be 131 days, which was the probationary period.

Mrs. Rupert commented that the same consideration should be given to any employee who resigns, regardless of their time period or bargaining time.

Mrs. Bartleman expressed her disappointment that this gentleman was in this position. What was more disappointing to her was that great employees were terminated and the leadership failed to recognize that the policies and procedures needed to be changed. Due to the test or course, great employees were let go and no one was pro-active to change the system. She understood some of her colleagues not wanting to deviate from the process to give this employee another chance, but she believed everyone deserves another chance. She wanted the employee to have the opportunity to speak with staff so he could be informed of the difference between resigning and being terminated since he came to fight for his job.

Motion to Table (Carried)

Motion was made by Mrs. Bartleman, seconded by Mrs. Good and carried to table this item until later in the meeting after staff has spoken to the employee. (9-0 vote)

Mrs. Good indicated the employee should be able to speak to whomever he needed to consult and not just District staff in order to know his course of action.

Mrs. Freedman asked for clarification if there was a difference between someone who resigns during the course of their employment and someone who is on the verge of termination who is going to resign.

Mr. Griffin stated someone who resigns for another job is a voluntary resignation and they are not entitled to unemployment compensation. Someone who resigns for threat of termination is an involuntary resignation and they can receive unemployment compensation. Under the District's policies and practices, the differences between a resignation and a termination, is with a resignation, an employee can be re-hired for positions. If terminated, they are not eligible to be re-hired.

Mrs. Freedman asked if the Board terminated the employee, he would no be able to re-apply, and if he resigned he would be able to re-apply.

Mr. Griffin answered yes, but he would not be able to re-apply for the same position.

A vote was taken on the Motion to Table.

Following the presentation of Agenda Item GG-1, Item G-4 was brought back to the floor by motion of Mrs. Good, seconded by Mrs. Bartleman and acclamation of the Board.

Mr. Griffin stated Mr. Johnson submitted his resignation effective today for the Board's consideration in lieu of the action to terminate his employment. He suggested the Superintendent amend his recommendation to accept a resignation because otherwise there would not have been an action item on the agenda.

Mr. Runcie stated he would like to amend the recommendation from a termination to a resignation for Mr. Johnson.

Mrs. Brinkworth agreed with her colleagues' comments as to looking at the course and the requirements and what could be worked out with the Union. She wanted to know if the job performance issues that had been reported for employees fell into this category or if it was because of this one particular course where they are recommended for termination or end up resigning. Mrs. Brinkworth's concern was what the result would be when the requirement period changed from a two-year period to 131 days. She asked what the percentage was for the number of employees that did not complete the course at the end of the two-year period.

Mr. Chisem did not have that information.

Mrs. Brinkworth believed with the timeframe being much shorter now, the opportunity for employees to take the class would be less, and the number of employees in this situation would be amplified in the new 131-day agreement.

Mr. Runcie replied they would perform an analysis to determine what percentage of individuals hired usually pass within the first 60-90 days and then see what the experience is beyond that over the two-year period. He felt she made a good point as to what the potential impact could be.

Mrs. Brinkworth stated the reason she believed it was important was because there were employees who were good workers being terminated only for this particular requirement; it was not for poor job performance, but rather for not completing a course.

Mr. Chisem responded the 131 days allow an employee to be released without cause. He said they would not know the reason why an employee was being released within the 131 days because it is during the probationary period and that information is not tracked.

Mrs. Brinkworth asked staff if they felt the District was in a situation where it did not have the number of facility persons it needed.

Mr. Chisem answered in the affirmative.

Mrs. Brinkworth commented that was concerning to her but would leave it to the Superintendent and staff to resolve it. She asked to verify if interim reminders were provided.

Mr. Chisem replied yes, and it is handled at the site.

Mrs. Brinkworth asked staff to ensure there was consistency across the District for all employees because there may be some sites overly-communicating and other sites under-communicating.

Ms. Korn wanted to be sure the focus was on the safety of the training and that employees were well-trained to handle certain materials. She said there should be a balance between what is necessary for the safety on the campuses, as well as what way is there to facilitate things so staff can be successful doing it. She did not want to step into the arena of protecting specific employees over protecting the whole organization.

Mrs. Good disagreed with an earlier comment that this was a leadership problem and believed it was a union contract issue. If it goes back to an issue of safety, employees need to receive the right training to ensure they are in the safest environment. She believed this was a learning lesson for everyone involved. Her last concern regarded the amended recommendation by the Superintendent. She stated that the Board had been told time and again, once an item was pulled by the Board and acted on, the item could not be amended by the Superintendent, and only the Board could amend it. She asked for clear clarification that the action the Board took was correct.

Mr. Griffin responded out of an abundance of caution, if the Board wanted to amend the item based on the Superintendent's comments today, it would certainly be appropriate. He said he would get with Ms. Myrick to clarify whether the Superintendent would be able to withdraw, amend, and such, on a recommendation after the adoption of an agenda.

Mrs. Good requested staff to provide the Board follow-up on the conclusion.

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried to amend Item G-4 to include the Superintendent's comments recommending Jordon Johnson the opportunity to resign in lieu of termination. Mrs. Rich Levinson was absent for the vote. (8-0 vote)

Ms. Korn commented she knew just cause applied in some cases, but she wanted to verify that it did not in this case.

Ms. Myrick replied that was correct.

A vote was taken on the Motion to Amend.

A vote was taken on Agenda Item G-4 as Amended.

**\*G-5. Supplemental Pay Positions List 15 (Approved)**

Approved the recommended supplemental pay positions of employees for the 2015/2016 school/ fiscal year.

**H. OFFICE OF THE GENERAL COUNSEL**

**\*H-1. Conflict of Interest Waiver Request - Nabors Giblin & Nickerson, P.A. (Approved)**

Approved the request for conflict of interest waiver, dated March 14, 2016, by Disclosure Counsel Nabors Giblin & Nickerson.

**I. OFFICE OF THE SUPERINTENDENT**

**\*I-1. The School Board of Broward County, Florida 2016-2017 Personnel Calendars, Burgundy/Modified Calendar and Summer Term Calendar for Community Schools and Technical Colleges (Approved)**

Approved The School Board of Broward County, Florida 2016-2017 Schools Administrative Offices Calendar, Personnel Work Day Summary, 208 (A-D) Work Calendars, Burgundy/Modified Calendar and Summer Term Calendar for Community Schools and Technical Colleges.

**\*I-2. Affiliation Agreements with Florida International University Board of Trustees, Florida Memorial University, Inc., Nova Southeastern University, Inc., and Trinity International University (Approved)**

Approved the Affiliation Agreements for the Florida International University Board of Trustees, Florida Memorial University, Inc., Nova Southeastern University, Inc., and Trinity International University Corporation to provide internship opportunities for their students.

**J. OFFICE OF FACILITIES & CONSTRUCTION**

**J-1. RFQ 16-141C Professional Design Services for Silver Trail Middle School (Approved)**

Motion was made by Ms. Korn, seconded by Mrs. Rupert and carried, to approve Authorization to Advertise RFQ 16-141C, Professional Design Services for Silver Trail Middle School; Approve the RFQ Form; and Authorize the Professional Services Agreement (PSA) Form. Ms. Korn and Mrs. Rupert were absent for the vote. (7-0 vote)

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Mrs. Rupert referred to the General Overview and inquired why Design-Build Services was not advertised after Board approval the first time in December 2014, and again in September 2015 Procurement and Warehousing Services did not proceed with advertising for this project.

Shelley Meloni, Director, Pre-Construction, replied the reason it was not advertised was due to some staffing constraints at the time and had some challenges in terms of having the resources available to put the work out.

Mrs. Rupert asked if it was part of the ADEFP.

Mrs. Meloni said yes, it was not a financial issue but staffing in terms of having enough bodies.

Mrs. Rupert was disappointed that Procurement did not get this advertised when it was voted on twice and the Board was not notified either.

Mr. Runcie stated since that time period, there have been significant and substantial changes in Procurement, Facilities, and Legal that have improved their processes and integrated the work going forward. He felt confident there had been a lot of positive changes in this area.

Mrs. Good understood they were dealing with past practices but this was a major concern when she received it. She stated she knew Silver Trail Middle School was in desperate need of a roof and wanted to know if it was under construction.

Robert Corbin, Program Director, Heery International, replied the construction for the work on the roof was occurring on Building 2, Sections C and D. Those two areas are nearing completion and the work was anticipated to close down within the next 60-90 days.

Mrs. Good asked if a Design-Build Services was needed for a roof.

Mrs. Meloni responded yes, because the roof was beyond repair and needed replacement with assembly and it is permitted. There are several code requirements that would be part of the package when the design is put together.

Mrs. Good questioned if Advanced Roofing had to produce a design-build plan.

Mrs. Meloni replied yes they did, in order to obtain a permit from the billing department.

Mrs. Good inquired why one of the District's vendors could not be used.

Mrs. Meloni explained the dollar value of the overall project required that a firm be selected to produce the design. They could not go to one of the District vendors because they are capped by a construction limit.

Mrs. Good wanted to know what was in place now as a checks and balance to ensure this would not happen again.

Leo Bobadilla, Chief Facilities Officer, responded there are two management firms who are charged with closely monitoring this work and reporting on the progress of the work. If there were a situation in the future, it would be flagged and reported to the Board.

Mrs. Good commented that it should have been included in the Executive Summary. She asked if the Board advertised a Design-Build Services for a project today, whose responsibility would it be to advertise.

Mr. Corbin stated on the front side as they prepare the Requests for Qualifications (RFQs), they were working with the Procurement staff to outline and develop a management plan that would allow ample time for Procurement to process this and get it posted on Demand Star. So in short, it would be the Heery Project Manager.

Mrs. Good hoped there would be some set procedural connections between Facilities, Procurement, and actions taken by the Board. Moving forward, she would like to see some of the inefficiencies handled.

Mr. Runcie agreed and said he was confident there was a different level of operation than the previous year.

Mrs. Brinkworth asked if there were any other projects approved and not advertised.

Mrs. Meloni answered yes and stated they would send out a memorandum with the information of outstanding projects previously approved and not advertised.

Mrs. Brinkworth did not understand the term "urgent need" and a time lapse of nine months.



Mr. Corbin replied the state of the work was actually 90% complete. The question over the design portion of the work and allowing the use of alternative fasteners other than welding, they were working with the District's building department to review those modifications to the design before it could be finished.

Mrs. Brinkworth said the reason she was asking was because as the District moves forward with projects waiting to come on board, there might be other instances identified as urgent need. She wanted to be sure when something is being called urgent need, it is also being addressed as urgent need. She would also like to receive follow-up on the projects that were approved but not advertised.

Dr. Osgood commented when Board Members have to go before the public and something changes, they needed to know about it. She questioned how this work was not captured in the monthly / quarterly reports.

Mrs. Meloni responded that some of the work was before Heery and they would not have that information.

Dr. Osgood asked if the Board was to approve something and there was a breakdown, she wanted to know how the Board would be notified.

Mr. Bobadilla said Heery and his team were conducting a risk assessment. In the future, the information would come from his department or Heery with a solution before it becomes a Board item.

Mrs. Brinkworth felt having outside services managing had not benefited the District and her comfort level was not very good at this time with Heery and Adkins. When she requested the quarterly reports from URS they were not timely and nowhere in the reports did they indicate the advertising did not happen.

Dr. Osgood felt there was too long of a delay in bringing this to the Board's attention and the Board should have received an explanation for the advertising not taking place before now. She requested to receive the reports from URS and asked staff to highlight where these items were not advertised.

A vote was taken on this item.

**J-2. RFQ 16-142C Professional Design Services for James S. Rickards Middle School (Approved)**

Motion was made by Mrs. Good, seconded by Mrs. Brinkworth and carried, to approve Authorization to Advertise RFQ 16-142C, Professional Design Services for James S. Rickards Middle School; Approve the RFQ Form; and Authorize the Professional Services Agreement (PSA) Form. Ms. Korn and Mrs. Rupert were absent for the vote. (7-0 vote)

No discussion was held on this item.

A vote was taken on this item.

**K. OFFICE OF FINANCIAL MANAGEMENT**

**L. OFFICE OF PORTFOLIO SERVICES**

**\*L-1. Nova Southeastern University 2016 Office of Residential Life and Housing Conference Contract with Nova Southeastern University (NSU) for the 2016 South Florida Leadership Training Camp (Approved)**

Approved the Nova Southeastern University 2016 Office of Residential Life and Housing Conference Contract with Nova Southeastern University (NSU) for the 2016 South Florida Leadership Training Camp.

**\*L-2. First Amendment to Charter School Agreement with Advantage Academy of Broward, Inc. on behalf of West Broward Academy - 5052 (Approved)**

Approved the First Amendment to the Charter School Agreement with Advantage Academy of Broward, Inc. on behalf of West Broward Academy - 5052.

**\*L-3. Charter School Renewal Agreement - Championship Academy of Distinction at Davie, Inc. (Approved)**

Approved the Charter School Renewal Agreement for Championship Academy of Distinction at Davie, Inc., on behalf of Championship Academy of Distinction at Davie - 5422.

**\*L-4. First Amendment to Charter School Agreement with Avant Garde, Inc. on behalf of Avant Garde Academy K-8 Broward - 5015 (Approved)**

Approved the First Amendment to the Charter School Agreement with Avant Garde Academy, Inc. on behalf of Avant Garde Academy K-8 Broward - 5015.

**\*L-5. First Amendment to Charter School Agreement with Avant Garde Academy, Inc. on behalf of Avant Garde Academy - 5791 (Approved)**

Approved the First Amendment to the Charter School Agreement with Avant Garde Academy, Inc. on behalf of Avant Garde Academy - 5791.

**OPEN ITEMS**

**AA. RESOLUTIONS**

**BB. BOARD MEMBERS**

**CC. BOARD POLICIES**

**DD. OFFICE OF THE CHIEF AUDITOR**

**DD-1. Internal Audit Report - Audit of the Internal Funds of Selected Schools (Received)**

Motion was made by Ms. Korn, seconded by Mrs. Rich Levinson and carried, to receive Internal Audit Report - Audit of the Internal Funds of Selected Schools. (9-0 vote)

Agenda Items DD-1 through DD-4 were moved and discussed concurrently.

Mrs. Good referred to DD-3 and DD-4 and complimented staff on the detailed auditing. She felt the information in the Explanation of Background was quite disturbing. She asked staff if the school was still operational.

Jody Perry, Director, Charter Schools Management/Support, replied yes.

Mrs. Good inquired if the school had the opportunity to respond to the indicated findings.

Patrick Reilly, Chief Auditor, responded yes. He stated there was an Exit Conference held where they were given the opportunity to respond in writing. There was an additional time to respond where information came at another point and was all incorporated into the audit report.

Mrs. Good questioned if their response was included in the backup.

Mr. Reilly said full text of the responses begin on page 126 and there was a follow-up response to some of the items that began on page 255. Additional information came March 10<sup>th</sup> that had not been responded to previously.

Mrs. Good asked if the school was aware the audit was taking place.

Mr. Reilly believed the school was aware. He said they went to the school, performed the audit, asked for records, and as the District being a sponsor of the school, they were following up on specific requests from the Florida Department of Education (FLDOE) Inspector General's Office.

Mrs. Good stated staff has the opportunity to audit any Charter school. She pointed to the findings of non-compliance of the agreement, wages owed to employees if that occurred, inability to pay vendors in a timely manner, and the fact a school received FTE funds to which they were not entitled to receive. Mrs. Good believed that was the biggest concern next to not paying their employees. There were a multitude of issues that have risen through the audit. She inquired if staff shared information with the Charter School Department.

Mr. Reilly replied yes, they worked closely with that department. He stated Ms. Perry attends the Exit Conferences, they work together to get responses, and they work with other departments that are also involved with Charter schools.

Mrs. Good inquired how this would function moving forward and would staff be able to ascertain the allegations were accurate.

Ms. Perry responded they have been working with the school and with the Auditor's Office since these came to light. If the Board felt notice was required, they would be ready to proceed.

Mrs. Good asked if the items delineated in this audit were significant enough to bring potential closure of a school.

Ms. Perry stated she had grave concerns as well in regards to the FTE situation. She knows the Auditor's Office is continuing to investigate that and once they have surety on it then it would be coming forward.

Mrs. Good hopes that would not be the case and that the school was not operating in that way. For her, there were concerns that impact the students that are attending the school. She hoped the school would be provided an opportunity to address any potential violation issues that were raised. If they could not be addressed, they should keep the best interest of students involved and move forward in the most professional way to help the families in the school.

Mrs. Rich Levinson commented there was the FTE, falsifying signatures, money used for personal reasons, a multitude of things, and she felt this was a very thorough audit and commended staff. She asked what was the process and timeframe for termination.

Mr. Reilly responded based on their audit they were making a recommendation for good cause for non-renewal for termination. The next step would be to submit at the next Board meeting a 90-day termination agenda item. There were two additional items that came forward after the audit was issued. The first, dealing with student misconduct, was being forwarded to the Broward Sheriff's Office (BSO). An additional review was in process after the audit regarding ESE and the coding of students to 255 and 254 when they were not properly coded, issues were not compliant with the IEP, and support services were not listed on the IEP.

Ms. Perry added they had a team at the school reviewing the items. The process would be a Board item would come forward for a 90-day notice termination item. At that time, the Charter school would have the opportunity to request a hearing to review the findings.

Mrs. Rich Levinson said since the timing of the 90 days notice would go into the summer, it was very good in having something worked out before the start of school. Referring to Item DD-1, she congratulated all the schools for having 100% with No Exceptions. On Item DD-2, she had a couple of questions on the Property & Inventory Audit. She was disappointed that only 14 of 19 locations were without exceptions and felt it was a low percentage for schools. A couple of the items were surplused and she questioned if the items were truly missing or if there was a problem trying to surplus them.

Mr. Reilly answered it was a case-by-case basis. In one case, an item was added back to the inventory but they did not make sure it physically came back into their location. It turned out they did not actually have that item. He did not see it as a problem in trying to surplus items, but rather unique circumstances.

Mrs. Rich Levinson referred to Item DD-4 and said generally when the District gets quotes, the price comes down with volume. She questioned if this problem was because the portables were individual units.

Sam Bays, Director, Physical Plant Operations, replied it costs more for the vendor to treat the smaller buildings.

Mrs. Rich Levinson stated when this goes out to bid again it would need to be separated in terms of portables and what the pricing would be. It needs to be delineated in the next RFP if that is where most of the usage is with portables that it be delineated that way so it would not be an aggregate number. She wanted to ensure what was being done was indeed necessary in comparison to Palm Beach County. It appears that the District was paying a lot more to do additional things. If other counties were not doing it and did not have any problems in the past, she did not know if it was necessary to go the extra mile. Mrs. Rich Levinson suggested staff speak to the other districts when they go out to bid to see if this was necessary or if it was working for them.

Mr. Bays responded they would, but pointed out Broward County had a lot more portables than Palm Beach County.

Mrs. Rich Levinson commented she would like staff to look at the things that are not required by statute. She wanted what was best for the District both cost-wise and interest-wise.

Mrs. Brinkworth followed up on the timeline and clarified if other entities were looking at a criminal investigation, there was no reason this Board had to wait for that to happen to take action. The timing of this was crucial. She asked staff again to reiterate the process to bring it to the Board.

Ms. Perry replied it would be a regularly scheduled Board item, which they have prepared, awaiting the finality of the reports.

Mrs. Rupert complimented the Chief Auditor and his team for their efforts, as well as the employee who contacted the DOE Office of Inspector General to call attention to these serious violations; it took a lot of courage. Mrs. Rupert's comment pertained to Item DD-4, and she wanted to know when the Office of Chief Auditor's (OCA) recommendation to rebid utilizing the specific written procedures outlining pricing of work that would allow the District to receive quantity price discounts on total cubic feet occur.

Mr. Reilly responded that it was a management decision on when that would occur.

Mr. Bays asked if it was the Board's direction that they should proceed in that manner because they did receive a price concession, which made the current bid more attractive. Depending on constraints on the Procurement warehouse, they could move forward at any time.

Mrs. Rupert inquired what direction the Superintendent would take.

Mr. Runcie replied he thought it was a good recommendation and something to review with staff and figure out a path forward. He has not had the conversation with staff yet, but could get back to the Board with a memorandum within a timely manner.

Mrs. Rupert suggested further information within a few weeks time with the memorandum would be helpful.

Mrs. Good said the recommendations were helpful and they were probably trying to ensure the District received the necessary price discount. She asked staff if the contract specified the pricing.

Mr. Bays replied the contract clearly requested a quantity discount based on cubic footage of the building being tinted. In order to capture the lowest price, any prescriptive requirements would have to be removed that are unique to Broward County. In addition, the vendor would need to be required to aggregate the cubic footage of every building on site. If the prescriptive requirements were removed, building-by-building, potential savings could be realized, depending on the market.

Mrs. Good stated that the contract would not allow for a change in methodology, which was why the Auditor requested it be rebid. She pointed out there was only one vendor and it may be prudent to revisit and allow for more than one contractor to have a minority business to participate.

Mr. Reilly commented the contract was for one vendor but was also set up to allow others if the key vendor could not perform. On page 14, it was set up to be a quantity discount. They have offered a lowered price and came back with a \$425 price per portable.

Mrs. Rich Levinson suggested to the Superintendent that Mr. Reilly and Mr. Bays discuss this now in light of the new development of the volume discount. She did not know whether or not it would make sense to rebid it now. She believed staff should have the conversation and advise the Board of their findings of a resolution.

Ms. Korn stated when an audit takes place, sometimes there is back and forth recommendations between the Auditor and management. She believed the final conclusion needed to end somewhere with one particular individual so if there was anything outstanding it would not have to wait for the Board to act or for it to continue to linger.

Mr. Runcie responded that it was his responsibility to see these matters come to an end. He typically meets with Mr. Reilly and staff to discuss the issue(s) and in many cases the issues were resolved in the Audit Committee meetings. In this case it was not fully resolved, but they would try to be more diligent in having issues resolved in the future.

Dr. Osgood referred to DD-3 and asked if it was not permissible to have brought forth the 90-day notice letter today as well.

Mr. Reilly replied yes; however, it was scheduled for the next meeting.

Dr. Osgood wanted to ensure everything was moving as expeditiously and fiscally sound as possible, while being considerate of the young people involved.

Mr. Reilly answered in the affirmative.

Mrs. Rupert inquired if the Auditor General Report would be coming to the Board.

Mr. Reilly responded yes.

The Chair received input from the audience on these items.

A vote was taken on these items.

**DD-2. Internal Property Audit Report - Property and Inventory Audits of Selected Locations 2015-2016 (Received)**

Motion was made by Ms. Korn, seconded by Mrs. Rich Levinson and carried, to receive Internal Property Audit Report - Property and Inventory Audits of Selected Locations 2015-2016. (9-0 vote)

Agenda Items DD-1 through DD-4 were moved and discussed concurrently.

The Chair received input from the audience on these items.

A vote was taken on these items.

**DD-3. Internal Audit Report - Audit of Pathways Academy Charter School (Received)**

Motion was made by Ms. Korn, seconded by Mrs. Rich Levinson and carried, to receive Internal Audit Report - Audit of Pathways Academy Charter School. (9-0 vote)



Agenda Items DD-1 through DD-4 were moved and discussed concurrently.

The Chair received input from the audience on these items.

A vote was taken on these items.

**DD-4. Internal Audit Report - Audit of Termite Extermination Contracts  
No. 15-109T and No. 28-137T (Received)**

Motion was made by Ms. Korn, seconded by Mrs. Rich Levinson and carried, to receive Internal Audit Report - Audit of Termite Extermination Contracts No. 15-109T and No. 28-137T. (9-0 vote)

Agenda Items DD-1 through DD-4 were moved and discussed concurrently.

The Chair received input from the audience on these items.

A vote was taken on these items.

**DD-5. Internal Audit Report - Audit of Family Counseling Behavioral  
Health Program Grant for the Period Ended September 30, 2015  
(Received)**

Motion was made by Ms. Korn, seconded by Mrs. Rupert and carried, to receive Internal Audit Report - Audit of Family Counseling Behavioral Health Program Grant for the Period Ended September 30, 2015. (9-0 vote)

No discussion was held on this item.

A vote was taken on this item.

## EE. OFFICE OF STRATEGY & OPERATIONS

### EE-1. Grant Applications - Post-Submission

(Approved)

Motion was made by Mrs. Rupert, seconded by Ms. Korn and carried, to approve the submission of the following applications (Items A - M):  
A. Community Foundation of Broward..., \$95,475 (requested)  
B. Equal Opportunity Schools..., \$25,200 (requested) C. Florida Department of Agriculture..., \$0 (award package requested)  
D. Florida Department of Education..., \$1,297,787 (requested)  
E. Florida Department of Education...Charter School Application, \$420,733 (requested) F. Lockheed Martin Corporation Foundation, \$10,500 (requested) G. MasterCard Matching Gifts Program, \$100 (awarded) H. Ross Store-Base Giving, \$500 (requested) I. Shining A Light, \$40,000 (requested) J. Smart from the Start Awards - Endeavour Primary, \$20,000 (requested) K. Smart from the Start Awards - Sheridan Hills, \$20,000 (requested) L. Univision "Premio Verde Escolar", \$2,000 (requested) M. Walmart Community Grant Program, \$1,500 (requested). Mrs. Bartleman was absent for the vote. (8-0 vote)

Ms. Korn questioned why one of the items was a grant from a Charter school.

Ms. Perry replied it was a requirement that this particular grant go through the LEA Grants department.

Ms. Korn asked who was requiring it.

Stephanie Pollard, Director, Grants Administration & Government Programs, responded it was a state statute requirement that the District serve as the sponsor for the Charter school applications.

Following a vote on the item, the schools and individuals, as noted in the agenda item, were recognized by the Board for going above and beyond to apply for and having grants awarded.

### EE-2. Agreement with Code.org

(Approved)

Motion was made by Mrs. Rupert, seconded by Ms. Korn and carried, to approve a new two-year Agreement between the School Board of Broward County, Florida and Code.org from April 5, 2016 through June 30, 2018. (9-0 vote)

Mrs. Good inquired if this was a new agreement.

Lisa Milenkovic, Curriculum Supervisor, Science, replied yes, this agreement was new because it had different services than the current agreement, which was through 2017 that paid for stipends. This agreement would pay to host professional development here and other perks, such as a computer science fair and community building, and the agreement would continue through 2018.

Mrs. Good stated it would have a financial impact.

Ms. Milenkovic replied yes, it would be a net/positive impact because they would pay for the District's facilitators, locations, custodians, and computer science fair.

Mrs. Good said she did not get that understanding from the way it was worded on the Agenda Request Form (ARF) because the financial impact usually implies what the District would have to pay. She clarified there would be a positive impact but no financial impact to the District.

Ms. Milenkovic responded yes, it was a positive impact and there would be no financial impact to the District.

Ms. Pollard agreed and indicated she would make the correction and double check the wording in the future.

Mrs. Rich Levinson wanted to commend staff and the Superintendent for the partnership with Code.org. She asked staff to fill everyone in on the status of how many schools/students have been affected. She believed it was an outstanding collaboration with Code.org and the possibility of exposing so many students to computer programming.

Christine Flynn-Semisich, Cadre Director, Office School Performance & Accountability, replied they have had an impact of over 27,000 students at elementary, middle, and high school levels and have been able to provide the facilitators for Code.org from around the country. The win-win for this District was it could select master teachers from all of those cohorts, specifically at the middle and high school levels, and Code.org would train them to become facilitators in-house in Broward. Those efforts would be expanded in the tri-county area to allow teachers to come to Broward's in-house professional development, facilitated by its master teachers and trained by Code.org. Ms. Semisich said it would be a great opportunity with this new agreement. The partnership would have the District provide professional development, Code.org would pay stipends for the facilitators, and it would have a positive impact for students and teachers.

Ms. Milenkovic stated they have trained between 400-450 elementary school teachers, approximately 93 middle school teachers, and about 68 high school teachers, which were double counted because they are trained in two courses. She said they have 10 current master teachers between elementary, middle, and high school, and in May that number would double so they were working on building capacity and building the community.

Mrs. Rich Levinson appreciated staff working on building capacity because the Board speaks about getting teachers exposed and trained, so it ultimately reaches the students. She thanked them for their work.

A vote was taken on this item.

**EE-3. CareerSource Broward Incumbent Worker Training Contract  
(Approved)**

Motion was made by Ms. Korn, seconded by Mrs. Rupert and carried, to approve a cost reimbursement Contract between The School Board of Broward County, Florida and CareerSource Broward. This Contract will become effective upon Board approval and signature through September 30, 2016. (9-0 vote)

Mrs. Brinkworth referred to Section 4. Training Program Budget and asked staff to explain how the financial impact to the District was \$153,568.80.

Deborah Porter, Coordinator, Teacher Support, Teacher Professional Learning & Growth, replied that was the total amount of the contract with CareerSource for 50 teachers and with this particular cohort, it was about half. There were 26 teachers in this first cohort.

Mrs. Brinkworth inquired what was the \$328,050 for Employer Contribution under C.

Ms. Porter responded \$153,000 would be for CareerSource and the other total amount would be for the in-kind coaching and support that would need to be brought in for those teachers.

Mrs. Brinkworth clarified the District would be receiving \$153,569 for the training and it would be expending, through in-kind, the coaches and support.

Ms. Porter answered yes.

Mrs. Brinkworth questioned where the \$328,000 came from, if it was Talent Development.

Ms. Porter replied the money came from Talent Development and New Educator Support System (NESS) program.

A vote was taken on this item.

## **FF. OFFICE OF ACADEMICS**

### **FF-1. Cooperative Agreement between The School Board of Broward County, Florida and Knowledge Delivery Systems, Inc. (Postponed)**

Motion was made by Ms. Korn, seconded by Mrs. Rupert to approve the Cooperative Agreement between The School Board of Broward County, Florida and Knowledge Delivery Systems, Inc. (KDS). **This motion was superseded by a Motion to Postpone (page 37).** (9-0 vote)

Mrs. Rich Levinson stated this was for 12 middle schools with a financial impact of \$25,000 per middle school. Her question to staff was when do they offer or not offer graduate courses, and how do they pay for them.

Michaëlle Valbrun-Pope, Executive Director, Student Support Initiatives, replied yes it was a graduate level course being offered as a certificate program for teachers with an incentive of developing in the district and being part of a cohort of trainers around equity and for immigrant ESOL diversity training. It is about building capacity in the District through the online delivery system.

In terms of using this, Mrs. Rich Levinson asked if there had been any use of it or any piloting of it so far.

Mrs. Pope responded they have not had any piloting; however, they did talk with the university, as well as other districts that have used the program. They looked at outcomes, the benefit of the program, and the use of it by teachers in other districts.

Mrs. Rich Levinson said they did not have the outcomes but would like to have them attached in the future.

Mrs. Rupert was thrilled that teachers were being given access to professional development; however, she had some concerns with the terms of the contract. She stated the District currently had partnerships with Florida Atlantic University (FAU) and Broward Virtual University (BVU) through the State of Florida that offered free classes for teachers, similar to the ones offered by KDS. On their website, it mentioned Osceola and Miami-Dade schools as having doing business with KDS. She asked staff if they reached out to Osceola or Miami-Dade schools for a reference on KDS.

Mrs. Pope replied she had asked staff to make the call.

Mrs. Rupert read an email she received from Miami-Dade that stated they had never done business with KDS. In addition, KDS classes was listed on their website as being sole source but did not go through the procurement process with three bids because it was supposedly a sole source contract. In Section 2.05 a.1., where it speaks about online professional development courses, she thought the District just had a District seminar on this. The Board never got to discuss how it was rolled out, how the teachers were selected to actually take the class, what were the metrics involved with that, how was it implemented into the classroom to be culturally diverse with teachers, and to enhance their community and school. That was a conversation that should have been followed up on in the fall.

Mrs. Pope answered in regards to the bid process, it was taken to the legal team for review who then took it to Procurement per Policy 3320. The sole source letter was provided and went through the process of being posted.

Mrs. Rupert inquired if another company came forward during the seven days.

Mrs. Pope said yes.

Mrs. Rupert stated it should have been included in the backup.

David Watkins, Director, Equity & Academic Attainment, added the group that responded was Millennium Technology Group. They did not offer a method-level course from the accredited institution. The proposal also did not offer a certificate that lead toward an equity certification and community leader certification. They were hoping for a university that could bundle courses and create an equity certification. In addition to that, one of the greater struggles teachers have in completing coursework is time. The Professional Learning Platform (PLP) that is offered allows for the courses to have an individual coach, it offers tutorials, videos, and materials to work at their own pace. It is 45 hours of instruction. Mr. Watkins said this was also an onsite training that was offered.

Mrs. Rupert appreciated the bid going to the seven-day minimum. When it pertains to talent and development it should have been brought as a workshop conversation when it comes down to how the District is moving its teachers and schools into professional development.

Daniel Gohl, Chief Academics Officer, stated this contract was brought forward because this was a domain where there was not a certification program. This is new territory and addresses some of the biggest challenges around the rise of extreme poverty and diversity within the county. In looking at KDS's website, he did not see where it stated they ever had a contract with Miami-Dade Public Schools. They are an approved provider of credits that can be used for Miami-Dade's salary schedule of 15 graduate hours for a master's degree. That contract would be between an individual educator and KDS, not between Miami-Dade Public Schools and KDS. Their courses are accepted by Miami-Dade Human Resources Department to meet the qualifications for the pay differential.

Mrs. Rupert expressed that was a reason to have a larger conversation about professional development for such a large contract, for such a short amount of time, with many funding sources. Referring to the classes listed, Mrs. Rupert stated these were not sole source classes.

Mr. Watkins replied what made it unique was it was the only place they found courses extracted from a graduate-level program and bundled together for an equity certificate, along with the platform in which it is done.

Mrs. Pope explained this was the next step in the timeline. Since February 2015, KDS has opened the platform to engage teachers in enrollment in preparation for next year.

Mrs. Rupert wanted to be sure the contract stated that this was an opt-in for the teachers. She said she only saw the certificate as being sole source and did not see any other district in Florida doing this. She felt it should have gone through the three-bid process.

Mrs. Pope shared what they have learned from the schools involved is that 50% have had a decrease in suspensions, one school has improved a school grade, and the reports they have received from school leaders state it is working to change the school climate. The work has gone on to be embedded at the leadership level, with a small cohort of school staff, and teachers being engaged.

Mrs. Rupert believed that information would have been helpful if it had been shared with the Board so it has the full picture.

Mrs. Brinkworth referred to page 2, 2.04 and asked how can a program evaluation on 6/30/16 reflect results created by this contract.

Mr. Watkins responded the hours for the agreement are 45 hours and can work at their own pace, it will be evaluated based on the completers of the program, they will look at the enrollment of those who enroll in the course, and if the Board approves this item they would be in a position to rollout and begin the process of the evaluation.

Mrs. Brinkworth restated her question as to how could work in a three-month contract be evaluated to the metrics listed in 2.04 on page 2.

Mrs. Pope replied once they rollout, they can get results by engagement by the end of June. The goal is continued engagement through the end of summer.

Mrs. Brinkworth would concede that levels of engagement could be measured; however, three months was a very short amount of time for the outcomes and impact.

Mr. Runcie agreed and said there should be a longer-term evaluation or leverage some independent research. There should be something put into place and a discussion should take place as to how to integrate it into this kind of work.

Mr. Gohl said they could have the methodology and framework but cannot have the impact data.

Mrs. Brinkworth inquired if participants received graduate credits.

Mr. Watkins replied yes, along with inservice credit.

Mrs. Brinkworth asked beyond the certificate, what was the benefit to the educator.

Mr. Watkins said they receive a transcript from the University of Southern California (USC).

Mr. Gohl stated the Pacific Education Group has packaged and signed an agreement with USC to be the certifier of the accredited graduate-level courses. The Pacific Education Group designed the curriculum and is the one who worked on the Courageous Conversations domain. KDS was the delivery mechanism and support system for doing it, then practitioners participate in the courses and receive credits that show on a transcript and they can also receive professional points or hours. If they complete all four, that is bundled into a certificate issued by Pacific Education.



To be clear, Mrs. Brinkworth asked if she enrolled in these classes, at the end of the time she takes her four classes and she receives her equity certificate, she will then have received four graduate credit classes at no cost.

Mrs. Pope added that she would also receive points towards re-certification.

Mrs. Brinkworth said she had concerns with evaluation and survey results from participants in the Courageous Conversations about race. She has heard feedback and some of it was mixed at best. She would be interested in receiving data from people who have participated in it and what their experience has been since participating. She would like to see the data from the evaluations from a variety of different people. Mrs. Brinkworth had one other comment regarding page 4, f., it says "Insert Name" so staff needs to insert a name in that place. In addition, she thought the Board had discussed eliminating language in contracts that stated if an entity realized they were overpaid and told the District, the District demanded they pay it interest. She asked Legal Counsel how to ensure that language would not appear in future contracts.

Ms. Myrick responded that she would talk with staff to ensure it was something they would look for in future contracts.

Mrs. Bartleman asked why the particular courses were chosen.

Mr. Watkins replied because they were bundled for the equity certification.

Mrs. Bartleman inquired if the equity certification was a certified test recognized by the State of Florida.

Mrs. Pope said there was no state test for it.

Mrs. Bartleman clarified it was a certification created by this university, but was not a state certification. She asked if it had a state certification in any state.

Mr. Gohl responded it was not a state certification in the use of that word when it comes to professional employment. It was a certification to represent one's self as having accomplished a certain level of mastery of the topics. This was about the ability to engage and work in equity. He said this was not a physics certification.

Mrs. Bartleman understood and that was why she was bringing it up. She did not want to see this go away but she was uncomfortable voting on it until she had more information.

Ms. Korn thought this was an opportunity to give educators additional exposure to information and courses so they were further developing themselves. Everything done in Talent Development is not necessarily for a degree; it could be to learn or to develop themselves as educators. She did not understand the significant concerns from her colleagues. The appropriate detail that was mentioned earlier is different for each Board Member and she did not think staff needed to give the Board so much backup and spend so much time on it.

Mrs. Rupert stated she did not ask for a lot of research. Two sentences would have done it for her on the Summary Explanation where it said, "... to further the work already begun..." staff could have added the seminar and the previous principal contact information from the prior year. She also was not comfortable with the way it was brought to the Board. She would have liked to have seen this as part of a professional development conversation first and also would have felt more comfortable had it gone through a three-bid bidding process.

Mrs. Bartleman said the red flags for her were when it did not go out for bid and based on the Auditor General's Audit, which was the reason she brought up the courses. She felt there were comparable choices that may have been cheaper.

Mrs. Freedman requested the course code numbers before she votes.

Mrs. Bartleman asked who issued the certificate if it was not state or nationally issued.

Mr. Gohl replied USC.

Mrs. Bartleman inquired if a Request for Proposal (RFP) was written with specifics to see if other people could offer the same product. It appeared this offer was taken because it was what was needed, but there was no shopping around to see what others could offer. She said there were institutions that create that model. In speaking to the ELL courses, there are institutions that offer similar courses that accomplish the same learning objective.

Mrs. Pope shared from Policy 3320 as to why they went the route they did, as it pertained to being a single source.

Mrs. Bartleman stated her concern was if this was a single source because the four classes with online-at-your-own-pace could be offered at any university, along with the certification.

Dr. Osgood shared she learned a lot from her participation in the Courageous Conversation about Race. She also believed the certification was important to obtain. She said she was not interested in an institution that was going to create courses to respond to the District's RFP. What she wanted was someone who was already doing the work, who had experience in offering these courses, and that was concerned with this issue of race, which was a national issue that no one else wanted to talk about. Dr. Osgood expects a partnership with a university that will give the District another level of credibility in Broward County that is not seen in other school districts.

Mrs. Bartleman agreed the Courageous Conversations was great and challenged everyone in the room. She pointed out the ELL courses were online and would not be face-to-face classes like the Courageous Conversations. The classes she felt related more to the conversations were not being offered to the teachers.

Dr. Osgood replied that online classes were harder than face-to-face classes. While she would choose classes for African American boys, she would leave the expertise up to the university that is giving the certification. Race is not about African American. It is about relationships across the board. The perspective should be a little more global.

Mrs. Freedman wanted to ensure graduate level courses could be used for something else besides the certificate, such as a degree.

Mr. Gohl responded the transfer of credit is always at the will and desire of the receiving institution and something he could not guarantee.

Mrs. Good's concern was the amount of dollars associated with the amount of time, which was only a couple of months.

Mrs. Pope replied this was the beginning of the project. They expect to engage teachers in enrollment in the next two months and allow them the time going forward through the summer to work on the courses.

Mrs. Good asked if the term was only through June 30, 2016, how would teachers continue to utilize this.

Mrs. Pope stated the plan was to initialize the teachers this year who would be part of the cohort moving forward. The plan would be to engage in an additional contract for the next three years as they continue to support that cohort to continue in the courses.

Mrs. Good inquired about the amount of dollars this contract would afford how many teachers here to participate.

Mr. Watkins replied there would be 230 for the Courageous Conversations component and 190 participants for Equity Educator Certificate Cohort, and they expect to fill the seats quickly.

Mrs. Good was fully supportive that this type of professional development should occur. Her concern was getting positive results in the short window of time. She asked if it would not be more beneficial to do this at the beginning of the year.

Mrs. Pope responded that it is very busy at the beginning of the year as well. They weighed both times and the summer is what teachers preferred because they would have the time to work on the courses.

Mrs. Good asked if the contract gave details about the work going beyond the June 30, 2016 date. In addition, did the number justify the amount tied to the financial impact.

Mrs. Pope stated the funding source tied to this must be expended by June 30, 2016.

Mrs. Good said she understood the funding of an agreement could end this year but the expectations and interactions with each would be beyond June 30, 2016. Her point was that it was not captured or reflected in the agreement and implied when June 30<sup>th</sup> comes, it is done, and she did not believe that was the intent of what was discussed today.

Mr. Watkins added the cost was per student.

Mrs. Rupert asked if the two ESOL classes could be utilized towards the five required classes needed to be ESOL certified.

Vicky Saldala, Director, Bilingual/ESOL, replied no, the two courses are only above and beyond the endorsement courses.

Mrs. Rupert thought this was wonderful, but felt the contract needed more work and could not vote yes on it today. It needs to come back with all the stipulations made by all the Board Members.

Mrs. Brinkworth stated for her it was about the length of time and what was expected from the contract. She would like to see it come back so the support delineated within the contract is provided over a longer period of time with the dates adjusted.

Motion to Call the Question

Motion was made by Mrs. Rich Levinson, seconded by Mrs. Brinkworth.

Motion to Postpone (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Brinkworth and carried to postpone Agenda Item FF-1 until the April 19, 2016 Regular School Board Meeting. (9-0 vote)

Dr. Osgood had each Board Member state her specific concerns or requests that she would like to see made when this item is brought back.

A vote was taken on the Motion to Postpone.

**GG. OFFICE OF HUMAN RESOURCES**

**GG-1. Re-opener of the Collective Bargaining Agreement between SBBC and the BTU-ESP Effective July 1, 2015 - June 30, 2016 (Adopted)**

Motion was made by Ms. Korn, seconded by Mrs. Rupert and carried, to adopt the amendments to the Collective Bargaining Agreement between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union-Education Support Professionals (BTU-ESP) effective July 1, 2015 through June 30, 2016. Ms. Korn was absent for the vote. (8-0 vote)

Staff presented the Ratified Collective Bargaining Agreement between SBBC and the BTU-ESP. Recognition and thanks were given to the individuals and/or groups for their hard work and support during the bargaining process.

Several Board Members offered their thanks and support.

The Chair received input from the audience.

A vote was taken on this item.

**HH. OFFICE OF THE GENERAL COUNSEL**

**II. OFFICE OF THE SUPERINTENDENT**

**JJ. OFFICE OF FACILITIES AND CONSTRUCTION**

**KK. OFFICE OF FINANCIAL MANAGEMENT**

## LL. OFFICE OF PORTFOLIO SERVICES

### LL-1. Renewal of Lease Agreement between The School Board of Broward County, Florida and Hispanic Unity of Florida, Inc. (Postponed)

Motion was made by Mrs. Rupert, seconded by Ms. Korn to approve the Renewal of the Lease Agreement Between The School Board of Broward County, Florida and Hispanic Unity of Florida, Inc. for Community School South. **This motion was superseded by a Motion to Postpone (page 38).** (9-0 vote)

Agenda Items LL-1 and LL-2 were moved and discussed concurrently.

Ms. Korn referred to LL-1 and stated there was no mention of parking. She said it should have been referenced in the document and would be uncomfortable approving the agreement without it. Her next concern was under 2.03 Renewal Option, where it referred to an annual cost of living increase and 2.05 Rental, where it referred to a 3% annual increase, which were not the same thing. She suggested modifying the language under 2.03 to end after "...Section 2.05(B)." to avoid any confusion. Ms. Korn suggested this item be postponed until the May 3<sup>rd</sup> Regular School Board Meeting in order for staff to make the modifications.

#### Motion to Postpone (Carried)

Motion was made by Ms. Korn, seconded by Mrs. Bartleman and carried to postpone Agenda Item LL-1 until the May 3, 2016 Regular School Board Meeting. (9-0 vote)

A vote was taken on the Motion to Postpone Item LL-1.

Ms. Korn referred to LL-2 and said she could not support this as presented. There was no floor plan attached as an exhibit to 2.02, which should show what the leased space is in the building. For 2.03, Hours of Operation, it is okay for access but under 2.09, Heating and Air Conditioning, it refers to 2.03 in which heating and air conditioning is not provided 24 hours a day. The definition needs to be more specific regarding access and actual hours of operation. Under 2.04, Rental, remove Consumer Price Index (CPI) as it is outdated and has not been used in over ten years. She said it should be a flat increase. On 2.05, ADA, it references the property but does not define it. Property undefined is the entire building, so it needs to be defined as the leased property. Ms. Korn referred to page 4, under 2.08, Condition of Leased Property, (d), and stated reasonable notice should not be more than 24 hours. She suggested strengthening the language in 2.03b pertaining to reasonable conditions for weekend and non-weekend business hours usage that affects 2.09 as well.

Ms. Korn suggested ending the first sentence in 2.13, Utilities, to read "...except as provided within." and list what they may be. On 2.14, Insurance, she asked staff to confirm that the \$1 million amount was correct. Last of all, on page 9, 3.05, Termination, she did not understand why the tenant had the right to terminate with a 90-day notice. It does not make sense if someone else is the Lessor and she would take out the termination altogether from the tenant perspective. She also asked for this to be postponed to April 19<sup>th</sup> if there was support from the Board.

Mrs. Good did not agree with the 24-hour notice versus the 72-hour notice. This was an entity that was a business and was closed on the weekend and 24-hours may not be enough notice. They are a good partner and she would not be supportive of the shorter notice. She concurred that a map of the floor plan would have been beneficial. Mrs. Good also felt the hours of operations should be defined better.

Motion to Postpone (Carried)

Motion was made by Ms. Korn, seconded by Mrs. Good and carried to postpone Agenda Item LL-2 until the April 19, 2016 Regular School Board Meeting. Mrs. Bartleman was absent for the vote. (8-0 vote)

A vote was taken on the Motion to Postpone Item LL-2.

**LL-2. Renewal of Lease Agreement between The School Board of Broward County, Florida, and BrightStar Credit Union (Postponed)**

Motion was made by Mrs. Rupert, seconded by Ms. Korn to approve the renewal of the Lease Agreement between The School Board of Broward County, Florida, and BrightStar Credit Union. **This motion was superseded by a Motion to Postpone (page 39).** Mrs. Bartleman was absent for the vote. (8-0 vote)

Agenda Items LL-1 and LL-2 were moved and discussed concurrently.

Motion to Postpone (Carried)

Motion was made by Ms. Korn, seconded by Mrs. Good and carried to postpone Agenda Item LL-2 until the April 19, 2016 Regular School Board Meeting. Mrs. Bartleman was absent for the vote. (8-0 vote)

A vote was taken on the Motion to Postpone.

Following the action to Table G-4, a Closed Door Session commenced at 1:09 p.m. and the School Board Meeting reconvened at 3:34 p.m.

**Adjournment** This meeting was adjourned at 7:52 p.m.

/dvn