

THE BROWARD COUNTY SCHOOL BOARD, FLORIDA

ROBERT W. RUNCIE,
Superintendent of Schools,

Petitioner,

v.

Israel Canales

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Robert W. Runcie, Superintendent of Schools of Broward County, Florida ("Petitioner"), files this Administrative Complaint against Respondent, Israel Canales ("Canales"). The Petitioner seeks termination of Respondent's employment with the Broward County School Board ("BCSB"), pursuant to Chapter 120 and Sections 1001.51, 1012.27(5), and 1012.33 Florida Statutes and Rule 6A-5.056 of the Florida Administrative Code. The Petitioner alleges the following:

I. JURISDICTIONAL BASIS

1. The agency is the School Board of Broward County, Florida, located at 600 Southeast Third Avenue, Fort Lauderdale, Broward County, Florida 33301.
2. The Petitioner is Robert W. Runcie, who is the Superintendent of Schools of Broward County, Florida.
3. The Petitioner is statutorily obligated to recommend the placement of school personnel and to require compliance and

observance with all laws, rules, and regulations. Petitioner is authorized to report and enforce any violation thereof, together with recommending the appropriate disciplinary action against any administrative personnel employed by the BCSB, inclusive of Canales.

4. Canales is an employee of the Broward County School Board and is currently employed as a Manager, II, Administrative Support pursuant to an Annual Contract.
5. The last known address of Canales is 9475 Verona Lake Boulevard, Boynton Beach, Florida 33472.

II. BACKGROUND ALLEGATIONS

6. This recommendation is based upon conduct occurring during the 2014-2015 and 2015-2016 school years.
7. At all relevant times, Canales was assigned to the district's administrative center ("KCW").
8. Canales was first hired by the district on August 13, 1990.

III. ADMINISTRATIVE CHARGES

9. Petitioner realleges and incorporates herein by reference the allegations set forth in paragraphs one (1) through eight (8) above.
10. During portions of the spring and fall of 2015, Canales engaged in a consensual romantic relationship with Cristy Cofer ("Cofer"), who was employed by the district as a Community Liaison.

11. Cofer's primary assigned work location was Department of Equity & Academic Attainment Department, but her duties brought her to KCW, and in the vicinity of KCW, on a regular basis.
12. During the period of the romantic relationship, Canales used his position to afford Cofer certain benefits to which she would not otherwise have been entitled as a result of her job, such as preferred parking at KCW and use of Canales' office.
13. On at least one occasion during the period of the romantic relationship, Canales used his district issued credit card to secure a hotel room, although charges to the card were ultimately reimbursed.
14. On at least one occasion during the period of the romantic relationship, Canales met during regular business hours with Cofer for a period of several hours in a hotel room paid for by the School Board because of an event Canales was working.
15. Upon information and belief, at a point in early October, Canales decided that he wanted to end the relationship with Cofer.
16. Instead of simply informing Cofer that he wanted to end the relationship, Canales conspired with Jerry Archie ("Archie"), a security specialist assigned to KCW, to

concoct a lie intended to convince Cofer to end her relationship with Canales.

17. In furtherance of their plan, on one or more occasions thereafter, Archie advised Cofer that, due to Canales' close personal relationship with the Superintendent, the Superintendent had directed that an investigation be opened into Canales' relationship with Cofer. Such statements were completely false, and no investigation had been initiated by the Superintendent, or anyone else at the district, into Canales' relationship with Cofer.
18. In furtherance of Canales and Archie's plan, on one or more occasions thereafter, Canales also advised Cofer that, due to Canales' close personal relationship with the Superintendent, the Superintendent had directed that an investigation be opened into Canales' relationship with Cofer. Such statements were completely false, and no investigation had been initiated by the Superintendent, or anyone else at the district, into Canales' relationship with Cofer.
19. Once Canales and Cofer's romantic relationship ended, Canales caused and/or acquiesced in the removal of privileges Canales had granted to Cofer.

IV. BASIS FOR DISCIPLINE

20. Any member of the district administrative or supervisory staff, including any principal may be suspended or dismissed at any time during the term of the contract; however, the charges against him or her must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or being convicted or found guilty of, or entering a plea of guilty, regardless of adjudication of guilt, any crime involving moral turpitude, as these terms are defined by rule of the State Board of Education.

21. Those charges are defined as follows:

- A. "Immorality" means conduct that is inconsistent with the standards of public conscience and good morals. It is conduct that brings the individual concerned or the education profession into public disgrace or disrespect and impairs the individual's service in the community.
- B. "Misconduct in Office" means one or more of the following:
 - 1. A violation of the Code of Ethics of the Education Profession in Florida as adopted in Rule 6B-1.001, F.A.C.;
 - 2. A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6B-1.006, F.A.C.;
 - 3. A violation of the adopted school board rules;
 - 4. Behavior that disrupts the student's learning environment; or
 - 5. Behavior that reduces the teacher's ability or her or her colleagues' ability to effectively perform duties.
- C. "Incompetency" means the inability, failure or lack of fitness to discharge the required duty as a result of

inefficiency or incapacity.

1. "Inefficiency" means one or more of the following:
 - a. Failure to perform duties prescribed by law;
 - b. Failure to communicate appropriately with and relate to students;
 - c. Failure to communicate appropriately with and relate to colleagues, administrators, subordinates, or parents;
 - d. Disorganization of her or her classroom to such an extent that the health, safety or welfare of the students is diminished; or
 - e. Excessive absences or tardiness.
2. "Incapacity" means one or more of the following:
 - a. Lack of emotional stability;
 - b. Lack of adequate physical ability;
 - c. Lack of general educational background; or
 - d. Lack of adequate command of her or her area of specialization.

D. "Gross insubordination" means the intentional refusal to obey a direct order, reasonable in nature, and given by and with proper authority; misfeasance, or malfeasance as to involve failure in the performance of the required duties.

E. "Willful neglect of duty" means intentional or reckless failure to carry out required duties.

F. "Crimes involving moral turpitude."

A. IMMORALITY

22. Respondent's actions constitute Immorality.

B. MISCONDUCT IN OFFICE

23. Respondent's actions constitute misconduct in office.

C. INCOMPETENCY

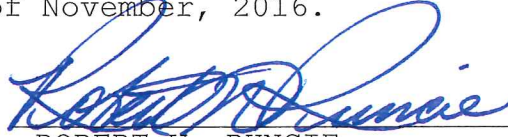
24. Respondent's actions constitute incompetency.

DEMAND FOR RELIEF

WHEREFORE, based upon the foregoing, Petitioner, Robert W.

Runcie, Superintendent of Schools, recommends that the School Board terminate the Respondent, Israel Canales', employment based upon the foregoing facts and legal authority.

EXECUTED this 14th day of November, 2016.



ROBERT W. RUNCIE,
Superintendent of Schools,
Broward County

Respectfully submitted:
Douglas G. Griffin, Esq.
Assistant General Counsel

NOTICE

If you wish to contest the charges, you must, within 21 days after receipt of the written notice, submit a written request for a hearing to Robert W. Runcie, Superintendent, Broward County School District, 600 3rd Ave., Ft. Lauderdale, FL, 33301. If timely requested, such hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted within 60 days after receipt of the written appeal in accordance with chapter 120, Florida Statutes.

FAILURE TO TIMELY REQUEST A HEARING WILL RESULT IN A WAIVER OF THE RIGHT TO CONTEST THE CHARGES.

IF YOU WANT TO HIRE AN ATTORNEY, YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY IN THIS MATTER.

THIS HAS BEEN ISSUED AT THE REQUEST OF:
Douglas G. Griffin (754)321-2050

RECEIVED THIS NOTICE AND ADMINISTRATIVE COMPLAINT ON:

Nov 15th, 2014, at 1135 o'clock,
A.m., and served the same on 11/15/14,
2014, at 1135 o'clock, A.m., by delivering a
true copy thereof (together with the fee for one day's
attendance and the mileage allowed by law*)
to: ISRAEL CANALES

COMPLETE IF SERVED BY SWORN LAW ENFORCEMENT OFFICER

11/15/14, 2014, at 1135
o'clock, A.m. By: C. K. [Signature]
Title: DETENUE