

AGENDA REQUEST FORM
 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 09/17/13	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;">Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width:50%; padding: 5px; text-align: center;">Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number BB-1
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

TITLE: First Amendment to Superintendent's Employment Agreement

REQUESTED ACTION:
 Approve the First Amendment to Superintendent's Employment Agreement.

SUMMARY EXPLANATION AND BACKGROUND:

On September 14, 2011, the School Board selected Robert W. Runcie as the successful candidate to be the 20th appointed Superintendent of Broward County Public Schools. On October 4, 2011, the School Board approved a three-year employment agreement with Superintendent Runcie. Upon his hiring, Superintendent Runcie immediately initiated a listening tour throughout the county in order to solicit the comments and concerns of all stakeholders, and continues to provide public forums for the community to communicate directly with the Superintendent. Superintendent Runcie's primary goal is creating a world-class school district that gives every student an opportunity to be successful in our 21st century hyper-connected world.

(Summary Explanation and Background continued on page 2)

SCHOOL BOARD GOALS:

•Goal 1: High Quality Instruction.
 •Goal 2: Continuous Improvement.
 •Goal 3: Effective Communication.

FINANCIAL IMPACT:
 The financial impact to the District is \$276,700 base salary per year, plus benefits.

EXHIBITS: (List)

1. First Amendment to Superintendent's Employment Agreement
2. Agenda Item BB-2 10-04-11 Employment Agreement of Robert W. Runcie as Superintendent of Schools.

BOARD ACTION: <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-top: 10px;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: <table style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:70%;">Laurie Rich Levinson, Board Chair</td> <td style="width:30%;">754-321-2006</td> </tr> <tr> <td>Name</td> <td>Phone</td> </tr> </table>	Laurie Rich Levinson, Board Chair	754-321-2006	Name	Phone
Laurie Rich Levinson, Board Chair	754-321-2006				
Name	Phone				

(For Official School Board Records' Office Only)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Laurie Rich Levinson, Chair – Board Member
 Board Members' Office

SEP 17 2013

Approved in Open Board Meeting on: _____
Laurie Rich Levinson

By: _____
Laurie Rich Levinson School Board Chair

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Superintendent Runcie began his tenure by realigning the District's organizational structure and financial resources to better support schools and the District's core business of teaching and learning. This organizational alignment included: the creation of the cadre director model to provide administrative support and mentoring opportunities for our school-based leaders; the development of an academics division to align the work of four critical administrative support areas: Instruction & Interventions, Student Support Initiatives, Exceptional Student Education & Support, and Early Childhood Education; the establishment of a portfolio services division to comprehensively manage the District's portfolio of schools and innovative programs; and the innovation of new support services department like the Business Support Center: a department centrally servicing the budget and bookkeeping needs of schools. This year, Superintendent Runcie further amended the organizational structure to implement a program management model for the management of the District's capital construction program. This new structure is focused on the improved execution and delivery of capital projects on time and on budget. A program management model also facilitates scalability of services in connection with capital funding.

Superintendent Runcie also continued the trend of reducing central administration, allowing much needed financial resources to be redirected to schools. With these redirected resources, the District was able to hire approximately 1,890 new teachers in 2012 (the District non-renewed over 1,400 teachers in the year prior to Superintendent Runcie's appointment). These additional teachers allowed the District to better comply with Class Size Reduction (CSR) mandates and begin the restoration of specials within our elementary schools. In Superintendent Runcie's inaugural year, he adopted a District where only 52.4% of all core class periods met CSR compliance requirements, and the District faced a CSR penalty of \$66 million (roughly 75% of the entire state of Florida). In his first full year as Superintendent of Schools, that number was substantially improved to 87.7% of core class periods. The redirected resources also allowed the District to provide a 2% salary increase for teachers and all staff in 2013. This marked the first salary increase for employees in three years.

Further, the District introduced a new strategic plan in December 2012. The newly approved strategic plan focuses on three key objectives: high quality instruction, continuous improvement and effective communication. The strategic plan was developed with the involvement and input of various stakeholders, including; parents, teachers, students, advisory, local business, and elected officials. The development process culminated with a county-wide community forum, where more than 600 stakeholders participated in the event. *EdTalk 2012* enabled participants to provide immediate feedback and help to prioritize strategic initiatives through the use of technology to enhance community dialogue. This event was so successful, *EdTalk 2013* will be held on Saturday, October 12, 2013 at the Broward County Convention Center.

Two highlighted initiatives directly aligned to the new strategic plan are Performance Management and the comprehensive portfolio management process. Performance Management is a continuous improvement initiative which focuses on systemic and critical review of departments by the entire leadership team. Included in a Performance Management session is the review of a department's value-added services, identification of key performance indicators, discussion of strategic linkages and best practices, and an outline of key initiatives and task directed at improving the delivery of services and performance measures. To date,

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the majority of central administrative divisions have been reviewed through the Performance Management process. The Performance Management process is being further enhanced to include schools. The newly developed portfolio management process has led to the expansion of programmatic offerings for our students, the innovative reform of low performing schools, and improved efficiency of physical asset utilization. Highlights of the process include: the launch of the first military academy within Broward schools; the Student Success Opportunity Schools (SSOS), which feature new opportunities for our students and parents at the Lauderhill 6-12 Academy, Dillard High School, the new Atlantic Vocational satellite branch at Arthur Ashe, Sunland Park Early Learning Academy, the Lauderdale Manors Community Outreach Center; the expansion of Sheridan Vocational Center to the Southwest transportation facility; and the elimination of lease at the Sawgrass Technology Park.

For this school year, the Superintendent has announced several additional operational enhancements. The School Board recently approved design changes to the District's healthcare program for its employees. These plan design changes, coupled with the transition to a self-insured program and a negotiated reduction to the administrative costs associated with the program, will yield more than \$20 million in cost avoidance. These savings provide opportunities to invest in enhanced wellness programs and reduced dependent care costs, while continuing to provide excellent healthcare benefits for our employees. On September 9, 2013, the District launched the first phase of the District's website redesign. The first phase of the project includes creating a fresh presence for the District's homepage with a new design, added features and increased functionality. The improvements are aimed at making it easier for parents to locate the information they need and to stay informed about important events in the District. Additional phases of the website redesign project will include converting interior website pages, as well as District department and school websites, to the new design. In addition to the new website, the District also launched a new mobile app. The free application is compatible with both android and iOS devices (iPhones and iPads), and provides parents and community members a convenient alternative for staying connected with BCPS.

Article 2.2 of the Superintendent's employment agreement stipulates in part, at least 12 months prior to the termination date for the contract [October 4, 2014], the Superintendent and the Board are to determine whether there is a desire to enter into a successor contract. On June 11, 2013, the School Board authorized the Board Chair and General Counsel to initiate negotiations with the Superintendent for a contract extension. Those negotiations began on August 16, 2013, resulting in the attached First Amendment recommended by the Board Chair for Board approval.

Highlights of the First Amendment include:

- The extension of the contract term through October 4, 2019;
- Article 5.5, involving moving and transition expenses, has been deleted in its entirety;
- Article 6.1, involving vacation leave days, has been amended to increase the number of days of annual leave from 24 to 29.

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- Article 9, involving the mid-year and annual evaluation of the Superintendent, has been amended to extend the dates later in the year, in order to provide ample time for annual student achievement data from the state to be received and incorporated within the evaluation;
- Article 10, involving the Superintendent's termination compensation, has been amended to be consistent with newly enacted legislation, capping such compensation to be equivalent to 20 weeks of salary. This amendment reduces the current terminal compensation provision by 32 weeks of salary, representing a 62% reduction.

This First Amendment to the Superintendent's Employment Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

FIRST AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT is made this 17th day of September, 2013, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "SBBC", and **ROBERT W. RUNCIE**, hereinafter referred to as "Mr. Runcie" or "Superintendent."

WITNESSETH:

WHEREAS, the SBBC and Mr. Runcie entered into the Superintendent's Employment Agreement on October 4, 2011; and

WHEREAS, the original term of employment for Mr. Runcie commenced on October 5, 2011 and concludes on October 4, 2014; and

WHEREAS, SBBC wishes to continue to employ Mr. Runcie as the Superintendent of Schools for the school district of Broward County, Florida (hereinafter referred to as "School District") for an additional period beyond the original term; and

WHEREAS, Mr. Runcie is willing to continue to perform the duties and responsibilities of the Superintendent for the School District for the additional period as set forth in this First Amendment to Superintendent's Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

A. The Superintendent's Employment Agreement entered into on October 4, 2011, shall be amended to reflect as set forth below.

Section 2.2 shall be amended to reflect as follows:

2.2 **TERM OF CONTRACT:**

Unless terminated earlier pursuant to Article 10, this Agreement shall remain in full force and effect from the date of the original term through and including October 4, 2019.

In addition, unless this Agreement is terminated sooner as provided herein, the Board and the Superintendent shall meet in a regular or special Board meeting at least 12 months prior to the termination date for this Contract or any amendments to this Contract to determine whether the Superintendent and the Board desire to enter into a successor contract.~ It is the Superintendent's responsibility to place such item on the agenda of a Board meeting at least 12

months prior to the termination date for this Contract or any amendments to this Contract.

Section 3.1 shall be amended to reflect as follows:

3.1 **BASE SALARY:**

The Superintendent's base annual salary shall be Two Hundred Seventy Six Thousand Seven Hundred Dollars and No/00 Cents (\$276,700.00). The Superintendent's base annual salary may be increased in accordance with Section 3.2 of this Agreement. In no event shall the Superintendent's base salary be reduced during the term of this Agreement without mutual agreement of the parties in writing.

Section 5.5 shall be deleted in its entirety:

~~5.5 **MOVING AND TRANSITION EXPENSES:**~~

~~The SBBC shall reimburse the Superintendent for up to \$20,000.00 in moving and transition expenses. These expenses include moving, transportation, lodging, temporary housing, and travel related (rental car, air fare) expenses. Reimbursement shall be made upon presentation of receipts for same. The SBBC agrees to pay \$10,000.00 to the Superintendent up front upon execution of this Agreement subject to the same receipt requirements.~~

Section 6.1 shall be amended to read as follows:

6.1 **VACATION LEAVE DAYS:**

The Superintendent shall receive twenty-nine (29) working days of paid vacation leave (exclusive of holidays) each fiscal year. The days shall vest on the first day of the contract each year during the Term of this Agreement. The Superintendent may accumulate unused vacation leave and carry same over to the following fiscal year. Upon termination or expiration of his employment as Superintendent under this Agreement, SBBC shall pay the Superintendent the value of his unused and accumulated vacation leave days subject to limitations imposed by Florida law and School Board policies. In the event of his death during the term of this Agreement, SBBC shall pay to the Superintendent's personal representative the value of his unused and accumulated vacation leave days within thirty (30) days of his demise.

In order to provide essential services to the District, the Superintendent may not be able to use all of his earned vacation in a year and/or may be unable to schedule vacation at a desirable time. In consideration of such circumstances, at the Superintendent's election, the District annually on June 30 shall pay the

Superintendent for up to 10 vacation days to be computed at 1/244 of the Superintendent's current base salary for each vacation day.

Section 9.1 shall be amended to reflect as follows:

9.1 **EVALUATION INSTRUMENT:**

The evaluation instrument in place at the start of the new term shall continue to be utilized by the parties unless the Board or the Superintendent places the instrument on an agenda for review and revision.

Section 9.2 shall be amended to reflect as follows:

9.2 **ANNUAL EVALUATION:**

By August 1 of each year of this Agreement, the Superintendent shall provide the Board a self-appraisal of his accomplishments and attainment of agreed-upon goals. By September 30 of each year of this Agreement, the Board shall evaluate the performance of the Superintendent using the agreed-upon form, format and process and the Superintendent's self-appraisal.

Section 9.3 shall be amended to reflect as follows:

9.3 **INTERIM EVALUATIONS:**

In addition to its annual evaluations, SBBC shall conduct an interim evaluation of the Superintendent in March of each year.

Section 10.2 shall be amended to reflect as follows:

10.2 **TERMINATION COMPENSATION:**

In the event that the Superintendent is terminated without cause by SBBC pursuant to Section 10.1, SBBC agrees to pay the Superintendent a sum equivalent to 20 weeks of his salary. In addition to such termination compensation, SBBC shall also pay the Superintendent for his earned and unused sick leave and vacation days at the appropriate per diem rate subject to state law and SBBC policy. All compensation paid by SBBC to the Superintendent under the provisions of this Section shall be considered liquidated damages.

B. The remaining terms of the Superintendent's Employment Agreement remain in full force and effect. In the event of any conflict of terms between the Superintendent's Employment

Agreement and this First Amendment to Superintendent's Employment Agreement the terms in this First Amendment to Superintendent's Employment Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Superintendent's Employment Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Laurie Rich Levinson
Laurie Rich Levinson, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent

Approved as to Form and Legal Content:

T.P. Openden 9/10/13
Office of the General Counsel

FOR SUPERINTENDENT:

Jeffrey S. Moynihan
Witness
Terry Openden
Witness

Robert W. Runcie
ROBERT W. RUNCIE

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by ROBERT W. RUNCIE who is personally known to me or who produced _____ as identification and who did/did not first take an oath this 10 day of September, 2013.

My Commission Expires:

Terry Openden
Signature - Notary Public

TERRY OPENDEN
Notary's Printed Name

(SEAL)

Notary's Commission  TERRY P. OPENDEN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE126665
Expires 9/17/2015