

THE BROWARD COUNTY SCHOOL BOARD, FLORIDA

ROBERT W. RUNCIE,
Superintendent of Schools,

Petitioner,

v.

DAVID ROBERT MANSET,

Respondent.

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ADMINISTRATIVE COMPLAINT

Petitioner, Robert W. Runcie, Superintendent of Schools of Broward County, Florida ("Petitioner"), through his undersigned counsel, files this Administrative Complaint against Respondent, David Robert Manset ("MANSET"). The Petitioner seeks formal suspension and termination of Respondent's employment with the Broward County School Board ("School Board"), pursuant to Chapter 120 and Sections 1001.51, 1012.27(5), and 1012.33, 1012.335, 1012.34, 1012.53, Florida Statutes, School Board School Policies, and Rule 6A-5.056 of the Florida Administrative Code. The Petitioner alleges the following:

I. JURISDICTIONAL BASIS

1. The agency is the Broward County School Board, 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 instructional personnel employed by the School Board, inclusive of MANSET.
4. MANSET is an employee of the Broward County School Board and is currently employed as a teacher pursuant to a Professional Services Contract issued in accordance with Section 1012.33, Florida Statutes.
5. The last known address of MANSET is 2358 Cold Meadow Way, Silver Spring, Maryland, 20906.

II. MATERIAL ALLEGATIONS

6. This recommendation is based upon conduct occurring in the 2015-2016, 2016-2017, and 2017-2018 school years.
7. MANSET is a teacher at Oakland Park Elementary School (hereinafter "Oakland Park").
8. The School Board hired MANSET on August 16, 2003.
9. The school district has implemented an instructional performance evaluation system in conformity with Section

1012.34 known as Broward Instructional Development and Growth Evaluation System (hereinafter "BrIDGES"). The district uses an electronic system known as iObservation to maintain observation data based on Dr. Robert Marzano's research-based strategies for teacher effectiveness. The use and implementation of this evaluation system has been mutually agreed upon by the School Board and the Broward Teachers Union. All teachers, including the Respondent, are provided training and internet access to the iObservation system.

10. During the 2015/2016 school year, MANSET earned an overall evaluation rating of "Needs Improvement." MANSET's Student Performance Rating was "Unsatisfactory."
11. While MANSET had less than thirty percent (30%) of his students considered moderate or high risk on the Quarter 1 Benchmark Assessment System (BAS) Running Records¹, his students' average score on the end-of year Primary Reading Test (PRT)² was twenty (20) percentage points below the Broward County School District's second grade average.

¹ The BAS Running Records was the assessment given to 2nd grade students at the beginning of the 2015/2016 school year in order to determine their reading level.

² The Primary Reading Test (PRT) is a standards-based multiple-choice assessment created in-house by central office Broward County teachers that was given to 2nd grade students at the end of the 2015/2016 school year.

MANSET was one (1) of only eight (8) teachers with results this low out of 904 second grade teachers in the Broward County School District for the 2015/2016 school year. This was equivalent to an "Unsatisfactory" Student Performance Rating.

12. During the 2016/2017 school year, MANSET earned an overall evaluation rating of "Needs Improvement." MANSET's Student Performance Rating was "Unsatisfactory."
13. MANSET had only one (1) out of his fourteen (14) students meet their "expected score"³ (7% of his students), which put him in the first, or lowest percentile overall amongst 805 second grade teachers in Broward County School District for the 2016/2017 school year. This was equivalent to an "Unsatisfactory" Student Performance Rating.
14. During the 2017/2018 school year, MANSET earned an overall evaluation rating of "Needs Improvement." MANSET's Student Performance Rating was "Unsatisfactory."
15. MANSET had only one (1) out of his thirteen (13) students meet their "expected score"⁴ (8% of his students), which put

³ Each student's individual "expected score" on the 2nd Grade Primary Reading Test (PRT) was calculated through a statistical growth model that used their prior-year 1st Grade PRT score as well as their current-year student demographics, including students with disability status, English Language Learner status, Free/Reduced price Lunch status, Gifted status, Overage for grade status, and a student's attendance.

⁴ Please see Footnote 3, above.

him in the first, or lowest percentile overall amongst 790 second grade teachers in Broward County School District for the 2017/2018 school year. This was equivalent to an "Unsatisfactory" Student Performance Rating.

16. During 2015 through 2018 MANSET taught second grade at Oakland Park.
17. The Broward County School Board's Research Specialist staff for employee evaluations examined how MANSET's students from the 2016/2017 and 2017/2018 school years performed in subsequent years when they were with other teachers. Using a statistical growth model to calculate Student Performance, the same students' performance on the end-of-year assessments was better than expected in the years following those when they were with MANSET.
18. In 2016/2017, only seven percent (7%) of MANSET's students met their expected score on the second grade PRT.
19. In 2017/2018, the same students, when not taught by MANSET, seventy-nine percent (79%) met their expected score on the third grade FSA ELA.
20. In 2017/2018, only eight percent (8%) of MANSET's students achieved their "expected score" on the second grade PRT.

21. In 2018/2019, the same students, when not taught by MANSET, ninety percent (90%) met their expected score on the third grade FSA ELA.
22. On or about November 17, 2017, administration reviewed an evaluation with MANSET. MANSET was advised that three (3) consecutive years of "Needs Improvement" can lead to termination. During this time and after, coaches were offered to support MANSET in his instructional capacity.
23. On January 26, 2018, administration conducted a meeting with MANSET regarding his excessive tardiness.
24. On February 16, 2018, administration conducted a meeting with MANSET regarding his classroom disorganization and clutter.
25. On or about June 13, 2018, Dr. Angela Fulton, the cadre director who oversees Oakland Park, met with MANSET regarding his "Needs Improvement" evaluation ratings referenced herein.

III. ADMINISTRATIVE CHARGES

26. Petitioner realleges and incorporates herein by reference the allegations set forth in paragraphs one (1) through twenty-five (25) above.
27. Just cause exists for the requested relief pursuant to pursuant to Chapter 120 and Sections 1001.51, 1012.27(5), 1012.33, 1012.335, 1012.34, 1012.53, Florida Statutes, School Board School Policies, Rule 6A-5.056 of the Florida

Administrative Code, the Respondent's employment contract, School Board rules, regulations, and policies, the Code of Ethics of the Education Profession, and the Employee Disciplinary Guidelines promulgated by the School Board and School.

28. "Just cause" means cause that is legally sufficient. "Just cause" includes, **but is not limited to:**

* * *

B. "Misconduct in Office" means one or more of the following:

- a) A violation of the Code of Ethics of the Education Profession in Florida as adopted in Rule 6A-10.080, F.A.C.⁵;
- b) A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6A-10.081, F.A.C.;
- c) A violation of the adopted school board rules;
- d) Behavior that disrupts the student's learning environment; or
- e) Behavior that reduces the teacher's ability or his 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;

⁵ Repealed 3-23-16. Now included in 6A-10.081 F.A.C., Principles of Professional Conduct for the Education Profession in Florida.

- d. Disorganization of his 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 his or her area of specialization.

* * *

IV. ADDITIONAL ADMINISTRATIVE CHARGES

- D. Duties of Instructional Personnel⁶ means one or more of the following:
- 1. **The primary duty of instructional personnel is to work diligently and faithfully to help students meet or exceed annual learning goals, to meet state and local achievement requirements⁷, and to master the skills required to graduate from high school prepared for post-secondary education and work. This duty applies to instructional personnel whether they teach or function in a support role.**
 - 2. Members of the instructional staff of the public school shall perform duties prescribed by rules of the district school board. **The rules shall include, but are not limited to, rules relating to a teacher's duty to help students master challenging standards and meet all state and local requirements for achievement; teaching efficiently and faithfully, using prescribed materials and methods⁸, including technology-based instruction; record-keeping; and fulfilling the terms of any**

⁶ Fla. Stat. 1012.53.

⁷ Emphasis added.

⁸ Emphasis added.

contract, unless released from the contract by the district school board.

E. Contracts with instructional staff, supervisors, and school principals:

3. **A professional service contract shall be renewed each year unless:**

(b) **The employee receives** two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or **three consecutive annual performance evaluation ratings of needs improvement** or a combination of needs improvement and unsatisfactory under s.1012.34.^{9;10}

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V. JUST CAUSE FOR DISCIPLINE

A. JUST CAUSE

29. Respondent's actions constitute just cause to terminate his employment contract.

B. MISCONDUCT IN OFFICE

30. Respondent's actions, as alleged in paragraphs six (6) through twenty-five (25), incorporated herein by reference, constitute misconduct in office. The Respondent through his above-described conduct, has violated Fla. Stat. §1012.33 Fla. Stat., and one or more of Rules 6A-5.056(2)(a) through

⁹ Fla Stat. 10.12.33(3)(b).

¹⁰ Emphasis added.

(e) of the Florida Administrative Code, which defines "misconduct".

RULE 6A-10.081 F.A.C., PRINCIPLES OF PROFESSIONAL CONDUCT FOR
THE EDUCATION PROFESSION IN FLORIDA

31. Pursuant to the Principles of Professional Conduct for the Education Profession in Florida,

(2) Florida educators **shall**¹¹ comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. **Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.**¹²

C. INCOMPETENCY

32. Respondent's actions, as alleged in paragraphs six (6) through twenty-five (25), incorporated herein by reference, constitute incompetency. The Respondent, through his above-described conduct has violated Florida Statute § 1012.33 and Rule 6A-5.056(3)(a) of the Florida Administrative Code. His actions show a failure to perform the required duties as a result of inefficiency.

¹¹ Emphasis added.

¹² Emphasis added.

(a) "Inefficiency" means one or more of the following:

1. Failure to perform duties prescribed by law;
2. Failure to communicate appropriately with and relate to students;

* * *

D. DUTIES OF INSTRUCTIONAL PERSONNEL

33. Respondent's actions, as alleged in paragraphs six (6) through twenty-five (25), incorporated herein by reference, are in violation of Section 1012.53(1) Florida Statute, in that **Respondent has failed to work diligently and faithfully to help students meet or exceed annual learning goals.**
34. The Respondent is in violation of Section 1012.53(2) in that Respondent failed to perform duties prescribed by the district school board.

E. CONTRACTS WITH INSTRUCTIONAL STAFF

35. Respondent's actions, as alleged in paragraphs six (6) through twenty-five (25), incorporated herein by reference, are in violation of Section 1012.33(3) (b) Florida Statute, in that **Respondent received three consecutive annual performance evaluation ratings of "Needs Improvement."**

F. SCHOOL BOARD POLICY 4008

36. Respondent's actions, as alleged in paragraphs six (6) through twenty-five (25), incorporated herein by reference,

are in violation of School Board Policy 4008 titled, "Responsibilities and Duties (Principals and Instructional Personnel)," which requires all employees who have been issued contracts to comply with the provisions of the Florida School Code, State Board Regulations and regulations and policies of the Board.

DEMAND FOR RELIEF

WHEREFORE, based upon the foregoing, Petitioner, Robert W. Runcie, Superintendent of Schools, recommends that the School Board formally suspend and terminate the Respondent, David Robert Manset, based upon the foregoing facts and legal authority.

EXECUTED this 24th day of June, 2020.



ROBERT W. RUNCIE,
Superintendent of Schools,
Broward County

Respectfully submitted:
Andrew Brett Carrabis, Esq.
Administrative Counsel

NOTICE

If you wish to contest the charges, you must, within 15 calendar 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. You may also present a written statement presenting your side of the story and/or reasons why the proposed action should not be taken. 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.