

Dr. Marta Pérez, Member

**SUBJECT: STATUS ON THE SUPERINTENDENT'S PERFORMANCE  
UNDER THE PROVISIONS OF THE SUPERINTENDENT'S  
EMPLOYMENT AGREEMENT**

**COMMITTEE: SCHOOL SUPPORT & ACCOUNTABILITY**

The Miami-Dade County School Board annually in June of each year has the opportunity to evaluate the Superintendent's performance and decide whether or not to renew his employment agreement. This year is a unique situation because the Superintendent's contract states that if he is employed as Superintendent on July 1, 2006, his contract automatically extends to June 30, 2010. Because we are the fiscal guardians and determiners of how taxpayers' monies should be spent I voted against the Superintendent's contract when he was appointed. An automatic extension cuts against fiscal and ethical responsibility.

As the Miami Herald reported in its recent Political Beat, entitled "Superintendent's Contract To Be Extended to 2010," I wanted to hold a workshop to discuss his contract but did not find support from my colleagues.

As the article points out, the Superintendent's annual evaluation will begin before the July 1 trigger, but will probably not be completed until days or weeks later. The article also points out that during the extension term of the Superintendent's contract, his salary and bonus increase exponentially. When he began, his annual base salary was \$295,000; however, during the last year of his extension, his base salary will automatically be \$360,000. His bonus package when he became Superintendent was up to \$50,000; however, during his extension year it will go up to \$80,000.

It is critical that the School Board evaluate the Superintendent based on all the criteria outlined in his contract. For that reason, I am providing the Board with information and issues to be received and reviewed for its use at the June annual evaluation. I am further proposing that the Board hold a workshop in June prior to the evaluation of the Superintendent at its June meeting to ensure that the Superintendent has met the Board's expectations and commitments outlined in his contract, his goals and objectives and the District's Strategic Plan.

For example, the Superintendent's contract on page 1 and 2 states that the Superintendent will comply faithfully with all applicable laws relating to the performance of his duties. The Board is well aware that the Superintendent never was fingerprinted as required by state law and School Board rule until very recently when a member of the public requested written verification. Additionally,

the Superintendent's contract requires that he submit to a physical examination by a licensed physician on or before July 1 of each year, including the first year and that a written certification by the physician be submitted to the Board Attorney. The Board needs to make certain that the Superintendent complied with his contract. Both the fingerprinting and physical examination are material terms of his contract that could result in a breach of contract or dismissal for cause.

The Superintendent's contract also states that he must devote his full business time to the business of the School Board; however, the Superintendent's absences from the school district have not been quantified, but appear to be far in excess of what is allowed for students who must attend classes on a regular basis to receive credit. A review of the Superintendent's attendance and the reasons for his absences from the district must be assessed to determine if he has complied with his contract. For example, the Superintendent will soon appear in a movie film entitled Giuliani Time without disclosing this information to the Board.

**ACTION PROPOSED BY:  
DR. MARTA PÉREZ**

That the School Board of Miami-Dade County,  
Florida:

1. Receive and Review the Superintendent's contract and supporting documentation and
2. Hold a workshop in June prior to the June 2006 Board Meeting to evaluate the Superintendent

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made as of May 17, 2004, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board") and RUDOLPH F. CREW ("Superintendent").

WHEREAS, the Board is responsible for retaining a Superintendent of Schools for the Miami-Dade County Public Schools ("Schools" or "School District"); and

WHEREAS, the Board has conducted an extensive, national search for candidates for the position of Superintendent of Schools for the School District; and

WHEREAS, the Superintendent has affirmed that first and foremost he is an educator whose avocation and commitment is the furtherance of outstanding educational services and opportunities for all students within the School District; and

WHEREAS, the Superintendent further has committed to devote his considerable skills, talents and expertise toward continuous improvement in the delivery of educational services, student performance and business practices within the School District; and

WHEREAS, the Board, in furtherance of its constitutionally and state-mandated duties to operate, control and supervise its Schools, has the authority to appoint the Superintendent and has committed to empower the Superintendent through its policies and decisions toward achieving those improvements; and

WHEREAS, the Board has offered and the Superintendent has agreed to be employed by the Board in such capacity, and on the terms and conditions provided herein, given the Superintendent and the Board's mutual commitments to the furtherance of the Schools.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Board and Superintendent hereby agree as follows:

1. Employment and Term. In accordance with Agenda Item SP-1 duly adopted by the Board at its Special Board meeting held May 17, 2004, the Board hereby employs Superintendent as Superintendent of Schools, and Superintendent hereby accepts and agrees to such employment, for an initial term of four (4) years commencing on July 1, 2004 and ending on June 30, 2008 ("Original Term"), unless earlier terminated as provided in this Agreement. If on July 1, 2006, the Superintendent is employed as Superintendent, the term of this Agreement shall be automatically extended and continue in full force and effect for an additional two (2) year term ending June 30, 2010 ("Extension Term"), subject to modification as set forth in this Agreement.

2. Duties. During the Term of this Agreement, the Superintendent will comply faithfully with all applicable laws relating to the performance of his duties as Superintendent, including without limitation, all of the applicable provisions of the laws

of the State of Florida, as may be amended, and any successor provision thereto ("School Laws"), the rules and regulations of the State of Florida Board of Education ("State Board Rules"), and the rules and regulations of the Board (the "Board Rules"), all as may be amended and any successor provisions thereto, and he will perform all duties which may be lawfully required of him by the Board. During the Term of employment hereunder, Superintendent shall not, without the prior consent of the Board or except as provided in this Agreement, render services to anyone other than the Board and will devote his full business time, attention and best efforts to the business of the Board and fulfillment of his duties as Superintendent hereunder.

The Board shall provide Superintendent, and Superintendent shall take, execute and file, all oaths of office or other documents required under federal, state or local law for the Superintendent's assumption of his duties hereunder, payroll tax purposes and personnel records requirements.

3. Compensation. For all services rendered by the Superintendent pursuant to this Agreement, the Board shall pay to and provide for the Superintendent the following salary and performance incentive compensation:

A. Salary. The Superintendent shall receive an annual base salary as provided below (the "Salary"), less appropriate deductions for employment taxes and income tax withholding, for each fiscal year of the Term of this Agreement. Such Salary shall be paid in accordance with the Board's normal payroll practices, no less than bi-weekly, and shall be as follows:

(1)	<u>Original Term:</u>	
	First Year: July 1, 2004 – June 30, 2005:	\$295,000.00
	Second Year: July 1, 2005 – June 30, 2006:	\$305,000.00
	Third Year: July 1, 2006 – June 30, 2007:	\$315,000.00
	Fourth Year: July 1, 2007 – June 30, 2008:	\$325,000.00
(2)	<u>Extension Term:</u>	
	Fifth Year: July 1, 2008 – June 30, 2009:	\$345,000.00
	Sixth Year: July 1, 2009 – June 30, 2010:	\$360,000.00

B. Performance Incentive Pay. During each year of the Term of this Agreement, the Board will consider and the Superintendent may earn performance incentive pay which shall specifically be restricted to and based upon the School District's achievement of the goals and performance objectives as established pursuant to this Agreement. Payment shall be pro-rated based on the goals and achievement of those goals as mutually established and agreed upon by the parties. The potential amounts that may be paid to the Superintendent as performance incentive pay are as follows:

Original Term:

First Year: Up to \$50,000.00  
 Second Year: Up to \$55,000.00  
 Third Year: Up to \$65,000.00  
 Fourth Year: Up to \$70,000.00

Extension Term:

Fifth Year: Up to \$75,000.00  
 Sixth Year: Up to \$80,000.00

The goals and performance objectives and the standard for measurement of the achievement of the same shall be mutually agreed upon in writing by the Board and the Superintendent on an annual basis. Unless otherwise agreed to by the Parties, the date for determining the mutually agreed upon goals, performance objectives and standard for measurement, the evaluation as to whether the goals and objectives have been satisfactorily achieved and the date for payment of the Superintendent's performance incentive pay are as follows:

	<u>Determination/ Goals &amp; Objectives</u>	<u>Evaluation/ Achievement</u>	<u>Payment</u>
<u>Original Term:</u>			
First Year	September 1, 2004	June 1, 2005	July 1, 2005
Second Year	May 1, 2005	June 1, 2006	July 1, 2006
Third Year	May 1, 2006	June 1, 2007	July 1, 2007
Fourth Year	May 1, 2007	June 1, 2008	July 1, 2008
<u>Extension Term:</u>			
Fifth Year	May 1, 2008	June 1, 2009	July 1, 2009
Sixth Year	May 1, 2009	June 1, 2010	July 1, 2010

Any failure of the Board and Superintendent to mutually agree upon goals and objectives shall not constitute a breach of this Agreement. In the event of disagreement as to the adoption of goals and performance objectives, the decision of a majority of the Board shall be final. The decision as to whether the Superintendent is entitled to performance incentive pay in any year under this Agreement shall entirely be within the determination and discretion of the Board. Any performance incentive pay provided to the Superintendent in any given year is nonrecurring, does not increase the Superintendent's base salary and includes no commitment for payment in a subsequent year. Sections 121.021(24) and (47), Florida Statutes, precludes the Board from making retirement contributions to the Florida Retirement System ("FRS") based upon performance incentive pay, and therefore no payment on account of any performance incentive pay awarded pursuant to paragraph 3.B. of this Agreement will be made to FRS, or otherwise, on behalf of the Superintendent.

The Superintendent shall submit written recommended goals and annual performance objectives to the Board for each fiscal year of this Agreement. Such goals

and performance objectives shall be submitted by the Superintendent and agreed upon by the parties no later than September 1, 2004 in the first year of this Agreement, and thereafter submitted by the Superintendent and agreed upon by the parties on or before May 1 of each subsequent year of this Agreement. The parties may hereafter mutually agree to alter these submittal dates. These goals and performance objectives shall be based upon the duties contained in this Agreement, the Board's 2000-2005 Strategic Plan and any Strategic Plan subsequently adopted by the Board, and those performance objectives mutually identified as appropriate by the Board and the Superintendent, including such factors as improved student performance, increased graduation rates, decreased drop-out rates, enhanced construction and maintenance efficiencies and improved business practices.

4. Retirement and Deferred Compensation. In addition to the Salary and performance incentive pay provided in paragraph 3 above, during each year of this Agreement, a sum equal to the amount the Board would have paid to the FRS shall be directed to a qualified retirement plan or annuity selected and designated by the Superintendent that the Board may contribute to as provided by law.

A. Additional Retirement/Deferred Compensation Benefits.

Defined Contribution Plan (Plan)

Pursuant to the provisions of FRS, the Superintendent, as a member of the FRS Senior Management Service Class (SMSC), elects to opt-out of FRS, and have the amount which would be annually contributed on his behalf to FRS (currently 10.95% of base salary), directed to the Board's Governmental Money Purchase Plan and Trust with ICMA Retirement Corporation, a qualified plan pursuant to Section 401(a) of the Internal Revenue Code.

B. Additional Deferred Compensation

The Board shall contribute to a qualified plan selected by the Superintendent annually up to the maximum annual employer contribution limit allowed under applicable law. Notwithstanding the foregoing, the Board's annual contribution shall never exceed \$41,000 in the first year, with subsequent year's maximum contributions to be determined and contributed pursuant to Internal Revenue Code §415 Defined Contribution annual addition maximums.

Investment of the difference between the Board's maximum annual employer contribution limit, as stated herein, and the contribution which is being directed to the qualified 401(a) plan, pursuant to the FRS SMSC contribution percentage, as set forth in paragraph 4.A.

above, will be at the direction of the Superintendent, in accordance with applicable laws.

5. Superintendent's Expenses.

A. In recognition that the Superintendent is required, in the performance of his duties, to travel extensively, attend meetings and conferences, fulfill speaking engagements, and otherwise perform functions that involve unreimbursed expenses, the Board will pay to the Superintendent a monthly supplement of Twelve Hundred Dollars (\$1,200.00) payable to the Superintendent on the first day of each calendar quarter for the Term of this Agreement. The first such payment will be made on or before July 1, 2004, and on the first day of each quarter thereafter for the Term of this Agreement. The Superintendent shall not be required to submit receipts or expense reports for such amounts. This supplement shall include any amounts incurred by the Superintendent in the maintenance of his home office, including computer, modem, phone lines, internet service, fax machine and ancillary equipment and services.

B. In addition, Superintendent shall be reimbursed for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable Board Rules. Without limiting the generality of the foregoing, the Board shall pay all expenses for the Superintendent to attend professional and official meetings, seminars, conventions, and other meetings and functions that the Superintendent deems relevant to the performance of his duties hereunder, including, without limitation, those expenses incurred for coach airline tickets, hotels, meals, rental cars, taxi, and other reasonable expenses incurred by the Superintendent in the performance of the business of the School District, and shall pay all membership fees and dues of the Superintendent in such organizations as the Superintendent deems appropriate and in furtherance of the performance of his duties hereunder including, but not limited to, the American Association of School Administrators and the Florida Association of District School Superintendents. The Board shall provide the Superintendent a credit card for his use in paying such expenses. To the extent that the credit card cannot be used, then the Superintendent shall request a check for such purposes or submit an expense reimbursement request in accordance with Board Rules. All expenses that are payable or reimbursable under this paragraph 5.B. shall be governed by Section 112.061, Fla. Stat., and Board Rule 6Gx13- 4C-1.07.

6. Automobile. The Board shall provide the Superintendent a new automobile for his exclusive use, and shall pay all expenses related to the operation of the automobile including expenses for fuel, oil, insurance, maintenance and repairs for the Term of this Agreement. The automobile provided for the Superintendent's use shall be of a medium price range type, namely a Crown Victoria or comparable vehicle, and the Superintendent shall be required to use the same automobile for no more than two (2) consecutive years, at which time the automobile provided to Superintendent shall be replaced with a comparable new automobile. The Board shall also pay for and provide a mobile or cellular telephone to be installed in the automobile or otherwise provided to the

Superintendent, and shall pay installation and all monthly usage and other recurring charges for the use of such telephone for the Term of this Agreement.

7. Superintendent's Benefits.

A. Employee Benefits. For the Term of this Agreement, the Superintendent shall be provided with Board-paid benefits for himself, his spouse and eligible dependents on the same terms and conditions as such benefits are provided to other administrative employees covered by the Managerial Exempt Personnel (MEP), pursuant to Board Rule 6Gx13- 4D-1.022. Such benefits will include, but not be limited to life (in the minimum amount of double the Superintendent's Salary), health (Point of Service ("POS") or comparable), dental, vision, disability, legal, hospital income, and accidental death and dismemberment (AD&D), all without cost to the Superintendent.

B. Insurance. In addition to the benefits provided in paragraph 7.A. above, The Board shall contribute a sum for additional insurance coverage for the Superintendent in the amount of Seven Thousand Dollars (\$7,000.00) per annum as follows:

(1) Life Insurance. The Board shall, at the discretion and direction of the Superintendent, contribute a portion of the amount set forth above per year for the Term of this Agreement toward the payment of premiums for an individual life insurance policy, insuring the life of the Superintendent. The exact amount, if any, to be contributed to pay premiums for such life insurance policy will be determined by the Superintendent. Such life insurance policy will be chosen by the Superintendent and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for the Superintendent without detriment to the Board. Policy ownership and beneficiary designation shall be at the option of the Superintendent. The Board hereby agrees to reimburse the Superintendent for such premiums or remit premium payments to the insurance carrier in accordance with the terms and conditions of the life insurance policy, as the Superintendent may direct.

(2) Disability Insurance. The Board shall, at the discretion and direction of the Superintendent, contribute a portion of the amount set forth above, during each year for the Term of this Agreement, toward the payment of premiums for an individual disability income policy insuring the Superintendent. The exact amount, if any, to be contributed to pay premiums, if any, for such policy will be determined by the Superintendent. Such disability insurance policy shall be chosen by the Superintendent and shall be on such terms and conditions and from a carrier deemed acceptable to the Superintendent. The Board hereby agrees to reimburse the Superintendent for such premiums or remit premium payments to the insurance carrier in accordance with the terms and conditions of the disability insurance policy, as the Superintendent may direct.

C. Federal Income Tax Liability. The Board shall provide the Superintendent with additional compensation equal in amount to any federal income tax liability incurred by the Superintendent in connection with all of the Superintendent's benefits as provided for in paragraphs 5, 6 and 7 of this Agreement. (For this purpose,



the Superintendent's rate of tax shall be assumed to be 39% and shall be adjusted upward in the event tax rates are increased.) Payment of the additional compensation required hereby shall be made to the Superintendent on or before December 31 of each year for the Term of this Agreement.

D. Liability Policy Benefits. The Board hereby agrees to add the Superintendent to its existing personal third-party liability policy, School Leaders Errors and Omissions Policy, Public Official Liability Policy, or any equivalent policy in effect on the date of the execution of this Agreement (the "Policy"), as an additional insured. The Board hereby represents and warrants to the Superintendent that the terms of such Policy shall, furthermore, in addition to the complete defense and indemnification provided for in paragraph 16, entitled Indemnification, hereunder, or as otherwise provided for in this Agreement, also provide for the complete defense of the Superintendent from and against any liability, including attorneys' fees and costs, in connection with any proceedings arising out of the Superintendent's performance of his duties hereunder. The Board hereby covenants and agrees to maintain any Policy referred to in this paragraph 7.D. in full force and effect for the Original and Extension Terms of this Agreement and the Superintendent shall be covered for a minimum of four (4) years should the Board continue any renewal policy after expiration or termination of this Agreement. In the event such policy is not renewed, the Superintendent shall be covered under paragraph 16, entitled Indemnification, and Board Rule 6Gx13- 1C-1.021. In addition, any other benefits afforded to exempt managerial employees will be incorporated into the Superintendent's package of benefits automatically.

8. Vacation and Sick Leave. Upon execution of this Agreement, the Superintendent shall be credited with ten (10) days vacation and five (5) days sick leave. During the Term of this Agreement, Superintendent shall be entitled to accrue vacation leave of twenty-four (24) days per annum at the rate of two (2) days per month. In addition, the Superintendent shall be entitled to sick leave of twelve (12) days per annum at the rate of one (1) day per month. The Superintendent shall also be entitled to six (6) personal days per year which will be deducted from available sick days. All such days, to the extent not utilized, shall accrue from year to year, and vacation days may be taken upon a minimum of two (2) days written notice. Upon termination of employment hereunder, the Superintendent or his beneficiary and in the absence of a designated beneficiary, his estate, shall receive a lump sum payment equal to the Superintendent's per diem Salary at that time multiplied by the Superintendent's accrued vacation and sick days, subject to limitations imposed by Florida law and Board Rules. Such lump sum payment shall be in addition to any other amounts payable to the Superintendent upon termination of employment under this Agreement and shall be made within sixty (60) days of the termination. Without limiting the provision of any benefits hereunder, the Superintendent shall be entitled to participate in all benefits programs available to employees of the Miami-Dade County Public Schools.

9. Physical Examinations. The Superintendent represents that he is in good health and can perform the duties as Superintendent set forth in paragraph 2 Duties, herein. On or before July 1<sup>st</sup> of each year of the term of this Agreement, including the first year, the Superintendent shall submit to a complete physical examination by a

licensed physician chosen by the Superintendent and paid for by the Board. Upon completion of the physical examination, a written certification by the examining physician shall be submitted to the Board Attorney certifying that the Superintendent is in good health and has no physical or other medical impediments to the performance of his duties as Superintendent as described in this Agreement. To the extent that the certification contains medical information, it shall be treated as confidential pursuant to Section 1012.31 of the Florida Statutes, as may be amended or any successor provisions thereto.

10. Disability or Death.

A. Termination for Disability. The Board shall have the right to terminate the Superintendent's employment hereunder in the event of his Disability (as hereinafter defined) to perform fully his duties hereunder. For purposes of this Agreement, "Disability" is herein defined as the Superintendent's permanent and total disability such that the Superintendent is unable to perform his duties as Superintendent as set forth in paragraph 2, entitled Duties, herein for a period in excess of six (6) consecutive months. In such event, the Board shall pay to the Superintendent, as severance pay and in full satisfaction of the Board's obligations hereunder, a lump sum payment equal to his Salary for one (1) year at the rate then in effect as of the effective date of termination, together with such payments or benefits as would have accrued to him if this Agreement had then expired by its express terms. Such payments shall be made within sixty (60) days of the date the Board terminates this Agreement hereunder. During the period of any temporary disability, and until Superintendent is terminated by the Board hereunder, the Board shall pay Superintendent all Salary, incentive or deferred compensation and benefits to which he is otherwise entitled hereunder. Upon termination pursuant to this provision, Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule. (e.g. COBRA).

B. Payment in the Event of Death. In the event of the death of the Superintendent at any time during the Term of this Agreement, the Board shall pay to his surviving spouse, if any, or if the Superintendent does not have a surviving spouse, to the Superintendent's estate, an amount equal to the portion of the Superintendent's Salary, together with all incentive pay, deferred compensation and other benefits to which he was entitled through the date of his death. All payments shall be made within one (1) month of the date of his death, together with such payments or benefits as are authorized by applicable law or the Board Rules.

11. Annual Evaluation. In June 2005, and in June of each succeeding year thereafter while this Agreement is in force, the Board may evaluate the Superintendent's performance of his duties. The Board shall provide the Superintendent periodic opportunities to discuss Superintendent-Board relationships and each Board member may meet individually with the Superintendent to inform the Superintendent from time-to-time of any inadequacies in such relationships perceived by the Board member, and to advise of those areas of the Superintendent's performance deserving of commendation and accolades. Evaluations of the Superintendent's job performance shall be based upon

the Superintendent's job description, the powers and duties of a Superintendent of Schools as described in Florida Statutes, the goals and performance objectives established under or pursuant to this Agreement, the Superintendent's management of the School District, the Superintendent's working relationship with the Board and the contractual expectations of the Board.

The Superintendent and Board shall mutually develop an evaluation format and an evaluation form acceptable to both parties for use in the evaluation of the Superintendent. For each year subsequent to the first year of this Agreement, the Board and the Superintendent shall develop and amend the evaluation format and evaluation form at the time the Board establishes the goals and performance objectives for the upcoming year.

The Board at a public meeting may discuss the Superintendent's performance. The Superintendent shall have the right to submit to the Board a written or oral response to the evaluation. In the event that a majority of the members of the Board determine the performance of the Superintendent to be unsatisfactory, the Board shall specify in reasonable detail the unsatisfactory performance and include recommendations for improvement in all areas in which the Board determines the Superintendent's performance to be unsatisfactory or in need of improvement. In the event of a determination by a majority of the Board of unsatisfactory performance, the Board may establish a probationary period of not less than four (4) nor more than six (6) months. At the end of such probationary period, the Board shall reevaluate the performance of the Superintendent. If, upon reevaluation, a majority of the Board members determine that the performance of the Superintendent continues to be unsatisfactory, the Board may, in its sole discretion, extend the probationary period or terminate the employment of the Superintendent pursuant to paragraph 12 of this Agreement.

Not later than thirty (30) days prior to June 1 of each year, the Superintendent shall submit to the Board a written self-assessment of his performance in meeting the established goals and objectives and his total performance. The Superintendent shall be provided an opportunity to discuss his self-assessment with the Board.

The Superintendent is responsible for advising the Board of the appropriate evaluation timelines and to schedule the meetings required to complete the evaluation process in a timely manner. The Superintendent's failure to meet this responsibility will constitute the Superintendent's waiver of the 30-day termination notice requirement contained in paragraph 12 of this Agreement.

12. Termination without Cause. The Board may terminate the employment of the Superintendent at any time during this Agreement without any reason or for unsatisfactory performance upon an affirmative vote of a majority of the members of the Board. Nothing in this Agreement shall prevent the Board from exercising its discretion to terminate this Agreement and the services of the Superintendent. The Superintendent expressly waives any right he might otherwise have to reasons for his termination, prior notice and/or a hearing in connection with the termination of his employment, except as expressly provided in this Agreement. In the event that the Superintendent's employment

is terminated by the Board pursuant to this paragraph 12, and in addition to all Salary, incentive or deferred compensation and benefits then due, the Board agrees to pay the Superintendent a lump sum equal to his Salary for two (2) years or his Salary, for the remaining term of this Agreement, whichever period of time is less. In addition to such termination compensation, the Board shall also pay the Superintendent for his accrued, accumulated and unused sick leave and vacation days at the appropriate per diem rate subject to state law and rules, together with the value of any other benefits that have accrued to the Superintendent to the date of termination. All compensation and benefits paid by the Board to the Superintendent under the provisions of this paragraph 12 shall be considered liquidated damages. In the event that the Board terminates the Superintendent's employment pursuant to this paragraph 12, the Board agrees to provide the Superintendent thirty (30) days notice prior to the date this Agreement is to be terminated. All lump sum payments required to be made hereunder shall be paid by the Board to the Superintendent within sixty (60) days of the effective date of the termination provided in such notice.

13. Termination for Cause. Aside from the Board's rights to terminate the Superintendent, (as is provided for in paragraph 10.A., entitled Termination for Disability, paragraph 12, entitled Termination without Cause, or paragraph 14, entitled Resignation), the Board may dismiss the Superintendent for Cause. For purposes of this Agreement, "Cause" is herein defined and shall be limited to the grounds set forth in Section [1012.33(4)(c)], Florida Statutes, as may be amended or any successor provisions thereto, but shall not include unsatisfactory performance or disability. In the event the Board intends to dismiss the Superintendent for Cause, the Superintendent shall have full right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120 of the Florida Statutes, as may be amended or any successor provision thereto. Upon any such termination, the Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule. (e.g. COBRA).

14. Resignation. If the Superintendent at any time elects to resign his position, the Superintendent agrees to provide the Board not less than one hundred eighty (180) days prior written notice of such resignation. If the Superintendent shall resign or leave his employment hereunder during the Term of this Agreement without the consent of the Board, other than as permitted in paragraphs 10, entitled Disability or Death, or 12, entitled Termination without Cause, hereof, this Agreement may be terminated by the Board. In such case, the Board shall pay to the Superintendent an amount equal to the portion of the Superintendent's Salary then in effect on the date of resignation, together with such payments or benefits as would accrue, through the effective date of the Superintendent's resignation notice and irrespective of any earlier date that the Board might terminate the Superintendent as allowed hereunder. Upon any such termination, the Superintendent may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule. (e.g. COBRA).

15. Outside Activities. The Superintendent shall devote his full time, labor and attention to the performance of his official duties. Provided that such activities do not interfere with his duties under this Agreement, the Superintendent may engage in

outside professional activities including, without limitation, teaching, consulting, speaking and writing. Any such outside activities undertaken by the Superintendent must be accomplished on the Superintendent's vacation days, evenings, weekends, holidays or other non-duty days. The Superintendent may receive honoraria for such outside activities to the extent permitted by State law and Board Rules.

16. Indemnification. In addition to any insurance coverage provided by the Board to the Superintendent pursuant to the terms and conditions of the Policy referred to in paragraph 7.D. herein or any other insurance coverage, the Board shall indemnify and defend the Superintendent to the fullest extent permitted by applicable law in effect on the execution date of this Agreement or at any time during the Term of this Agreement, whichever is greater. Without in any way diminishing the scope of the indemnification provided by this paragraph 16, the Board will indemnify and defend the Superintendent if and whenever the Superintendent is involved in any manner (including, without limitation, as a party or as a witness) in any threatened, pending, or completed proceeding by reason of the fact that the Superintendent is or was employed by, or otherwise was an agent or acted as an agent, of the Board, or by reason of anything done or not done by the Superintendent in those capacities. The defense and indemnification obligations of the Board under this paragraph 16 shall include a full defense and indemnification for any and all reasonable expenses and fees incurred by the Superintendent or on his behalf in connection with the investigation, defense, settlement or appeal of any such proceeding. Any and all reasonable expenses and fees incurred by or on behalf of the Superintendent pursuant to this paragraph 16 shall be advanced by the Board within twenty (20) days after the receipt by the Board of a written request for such payment. No initial finding by the Board, its counsel, independent counsel, arbitrators or any other person or body shall be effective to deprive the Superintendent of the protection of the defense and indemnification provisions of this paragraph 16, as it is intended that the Board shall pay promptly all amounts necessary to effectuate the full defense and indemnification provisions provided by this paragraph 16. Notwithstanding the obligation of the Board to pay for the defense and indemnification provided by this paragraph 16, the Superintendent shall retain the complete right to retain the counsel of his choice and oversee, direct and control every aspect of the defense, settlement or appeal of any proceeding that is the subject of this paragraph 16. However, in any case in which the Superintendent pleads guilty or nolo contendere or is found guilty of any such action, the Superintendent hereby agrees to reimburse the Board for any reasonable legal fees which the Board may have supplied pursuant to this paragraph 16. The terms and conditions of this paragraph 16 shall survive the termination of this Agreement.

17. Governance. To the extent permitted by Florida law, the Board shall delegate to the Superintendent full administrative responsibility and authority for the operations of the School District and the public schools thereof. Board members shall address their concerns regarding operations, personnel matters, financial conditions and other matters under the control of the Superintendent, as the Chief Executive Officer of the School District, directly to the Superintendent, and shall not directly interfere with the Superintendent's supervision, direction and control of his staff, administrators, teachers and other personnel. The Superintendent shall then address those matters with his staff, consultants, contractors and advisors. Individual members of the School Board shall not,



21. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Board, its successors and assigns, and the Superintendent, his heirs and personal representatives, but may not be assigned by either party.

22. Severability. In the event any term, paragraph or provision of this Agreement or its applicability to any circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions arising out of this Agreement, including the enforcement, interpretation or alleged breach hereof, shall lie exclusively in the Circuit Court of Miami-Dade County, Florida. The prevailing party in any litigation that arises out of this Agreement, including for the enforcement, interpretation or alleged breach hereof, shall be entitled to recovery of their reasonable attorneys' fees and costs incurred, including in connection with any appellate or bankruptcy proceedings.

24. Paragraph Headings. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first above written.

SUPERINTENDENT

THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
RUDOLPH F. CREW  
102 Coleman Drive  
San Rafael, CA 94901

By: \_\_\_\_\_  
DR. MICHAEL M. KROP, Chair  
1550 NE 2<sup>nd</sup> Avenue, Seventh Floor  
Miami, FL 33132

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the Board

MEMORANDUM

BOARD MEMBERS' OFFICE

June 7, 2004

04 JUN -7 AM 9:25

TO: Chair and Members of The School Board  
of Miami-Dade County, Florida

Merrett R. Stierheim, Superintendent of Schools

FROM: Attorney's Office

**SUBJECT: AMENDMENT TO EMPLOYMENT AGREEMENT/SUPERINTENDENT  
SELECTION (Supplemental Information Associated with Agenda Item  
SP-2, Special Board Meeting of June 7, 2004)**

Attached please find a copy of the recommended Amendment to Employment Agreement for Dr. Rudolph F. Crew.

This amended agreement will be the subject of Agenda Item SP-2 at this afternoon's Special School Board Meeting.



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JOHNNY BROWN  
BOARD ATTORNEY

JB/pyc  
Attachment



AMENDMENT  
TO  
EMPLOYMENT AGREEMENT

THIS AMENDMENT is made as of the 1<sup>st</sup> day of June, 2004, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ("Board") and RUDOLPH F. CREW ("Superintendent").

WHEREAS, the Board and the Superintendent entered into a certain Employment Agreement dated May 17, 2004 and effective July 1, 2004 (hereinafter "Agreement"); and

WHEREAS, the Agreement contained, at paragraph 19, a provision entitled "Home Loan", providing *inter alia* that

"...The Board further acknowledges that this Agreement shall be subject to and conditioned upon the satisfaction of this provision and the confirmation of such loan within fourteen (14) days of the approval of the Board and the execution of this Agreement by the parties. In the event that such loan is not obtained on terms and conditions acceptable to the Superintendent, and as permitted by law, either party may cancel this Agreement by written notice to the other party transmitted within fourteen (14) days of the date of this Agreement."

WHEREAS, neither party to the Agreement desires to cancel this Agreement as provided for in paragraph 19; and

WHEREAS, the Board and the Superintendent now desire to amend the Agreement to extend the fourteen (14) day period as set forth in paragraph 19 for an additional fourteen (14) days from the date first written above in order to obtain a formal written opinion from the Commission on Ethics on the "Home Loan" provision of the Agreement and to finalize the terms of the "Home Loan" Agreement and execute said "Home Loan" Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreements herein and in the Employment Agreement, the Board and Superintendent hereby agree as follows:

1. Paragraph 19, Home Loan as contained in the Agreement is hereby amended as follows:

19. Home Loan. The Superintendent has advised that the Board acknowledges that the Superintendent is currently seeking a loan for purposes of purchasing a home in Miami-Dade County, Florida. The principal amount of such loan, and any interest or fees thereon, shall be supported and paid by donations entirely from non-school revenues and/or sources, under terms and conditions acceptable to the Superintendent. The Board agrees to assist the Superintendent in obtaining such loan, to the extent permitted by law, and the parties agree that in no instance shall this be interpreted to obligate the Board in any way legally or with respect to the payment thereof. The Board further acknowledges that this Agreement shall be subject to and conditioned upon the satisfaction of this provision and the confirmation of such loan within fourteen (14) days of the approval of the Board and the execution of this Amendment to Employment Agreement by the parties. In the event that such loan is not obtained on terms and conditions acceptable to the Superintendent, and as permitted by law, either party may cancel this Agreement by written notice to the other party transmitted within fourteen (14) days of the date of this Amendment to Employment Agreement.

2. All other terms and conditions of the Employment Agreement shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Amendment on the date and year written above.

SUPERINTENDENT

THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

\_\_\_\_\_  
Rudolph F. Crew  
102 Coleman Drive  
San Rafael, CA 9490

\_\_\_\_\_  
Dr. Michael M. Krop, Chair  
1450 NE 2<sup>nd</sup> Avenue, Seventh Floor  
Miami, FL 33132

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Board

File 2368 -- May 26, 2004

## GIFT ACCEPTANCE AND DISCLOSURE

### SCHOOL SUPERINTENDENT RECEIVING HOME LOAN FROM PRIVATE BENEFACTOR WHERE LOAN WILL BE FORGIVEN OVER FOUR-YEAR PERIOD

To: *William G. Salim, Esquire (Fort Lauderdale)*

#### SUMMARY:

A \$150,000 home loan paid for by a private benefactor could be accepted by a school superintendent without violating Section 112.3148, Florida Statutes, as long as neither the benefactor nor any other contributor to the loan are lobbyists for the partners, firms, employers or principals of lobbyists who lobby the school district. The school superintendent would be required to disclose the receipt of the loan on his quarterly gift disclosure form—CE Form 9.

#### QUESTION:

Would the newly appointed Superintendent for the Miami-Dade County School District violate the Code of Ethics for Public Officers and Employees contained in Chapter 112, Part III, Florida Statutes, if he receives a home loan from a private benefactor where the loan will be forgiven over a four-year period?

Your question is answered in the negative based upon the circumstances discussed herein.

In your letter of inquiry, you write that you seek this opinion on behalf of Dr. Rudy Crew, who recently was appointed Superintendent of Schools for the Miami-Dade County School District. The School Board and the new Superintendent have executed an Employment Agreement which contemplates the School Board's assistance in obtaining a home loan for the Superintendent from non-school resources. You write that because his family will continue to reside in California in a home maintained by him, he is concerned about his ability to acquire a home in Miami-Dade County. It further appears that similar offers were made by school districts in other states who were interested in obtaining his services and, for these reasons, the School Board subsequently agreed to assist the Superintendent in obtaining a loan as memorialized in the Employment Agreement executed on May 17, 2004. The Employment Agreement evinces a mutual desire on the part of both parties to ensure that the loan in no way jeopardizes the public trust or violates the Code of Ethics and, to that end, you have asked us to review the matter and apply the Code of Ethics to the proposed arrangement. In doing so, we decline to address any policy issues surrounding the proposed arrangement or whether loans of this nature should be encouraged by public institutions.

The Employment Agreement the Superintendent and the School Board executed on May 17, 2004, states in Paragraph 19:

Home Loan. The Superintendent has advised and the Board acknowledges that the Superintendent is currently seeking a loan for purposes of purchasing a home in Miami-Dade County, Florida. The principal amount of such loan, and any interest or fees thereon, shall be supported and paid by donations entirely from non-school revenues and/or sources, under terms and conditions acceptable to the Superintendent. The Board agrees to assist the Superintendent in obtaining such loan, to the

extent permitted by law, and the parties agree that in no instances shall this be interpreted to obligate the Board in any way legally or with respect to payment thereof. The Board further acknowledges that this Agreement shall be subject to and conditioned upon the satisfaction of this provision and the confirmation of such loan within fourteen (14) days of the approval of the Board and the execution of this Agreement by the parties. In the event that such loan is not obtained on terms and conditions acceptable to the Superintendent, and as permitted by law, either party may cancel this Agreement by written notice to the other party transmitted within fourteen (14) days of the date of this Agreement.

Section 112.312(12)(a), Florida Statutes, defines the term "gift" to mean

"Gift, for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on the donee's behalf, or that which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's benefit or by any other means, for which equal or greater consideration is not given within 90 days, including:

1. Real property.
2. The use of real property.
3. Tangible or intangible personal property.
4. The use of tangible or intangible personal property.
5. A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
6. Forgiveness of an indebtedness.

The "draft" Loan Agreement was provided to us along with the Employment Agreement in your correspondence requesting an opinion. It indicates that an individual who is described as a "friend of education in Miami-Dade County" (hereinafter referred to as "Benefactor") "agrees to provide, obtain, co-sign and/or guarantee a loan of \$150,000" to the Superintendent. The proposed agreement reflects that the Benefactor "will make, or

cause to be made, all payments . . . required under the loan" and that he "agrees that such loan will be repaid or forgiven at a rate of 25% per year" for each year that the Superintendent serves pursuant to his four-year contract with the School Board. Further, the Benefactor agrees to pay "any income tax liability" incurred by the Superintendent as a result of the loan.

There is no question but that the proposed loan arrangement meets the statutory definition of a "gift." It is either "intangible personal property" or "a preferential rate or terms on a debt or loan" or "forgiveness of an indebtedness" or a combination of all three types of gifts listed in Section 112.312(12)(a). (Whether it can be accepted and, if so, the obligation to report it next becomes our focus. Section 112.3148(4), Florida Statutes, provides:

A reporting individual or procurement employee or any other person on his or her behalf is prohibited from knowingly accepting, directly or indirectly, a gift from a political committee or committee of continuous existence, as defined in s. 106.011, or from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or directly or indirectly on behalf of the partner, firm, employer, or principal of a lobbyist, if he or she knows or reasonably believes that the gift has a value in excess of \$100; however, such a gift may be accepted by such person on behalf of a governmental entity or a charitable organization. If the gift is accepted on behalf of a governmental entity or charitable organization, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.

Section 112.3148(4) prohibits the Superintendent from knowingly accepting, directly or indirectly, a gift from a lobbyist who lobbies the School District or from the partner, firm, employer or principal of a lobbyist if he knows or reasonably believes that the gift has a

value in excess of \$100. In addition, Section 112.3148(3) prohibits the Superintendent from soliciting any gift from these persons and entities.

The draft Loan Agreement contains the following language:

In all respects, the parties acknowledge and agree that this Agreement, and any actions required hereby, including the loan payments contemplated, is not entered into in exchange for any official vote, action or conduct by [the Superintendent]. [The benefactor] further represents that he is not a lobbyist, and was not in the preceding 12 months required to be registered as a lobbyist, who has sought or will seek to influence the governmental decision-making of [the Superintendent] or the School Board, nor will any portion of the loan be made pursuant to the Loan Commitment be paid by a political committee or committee of continuous existence, as defined in Section 106.011, Fla. Stat.

While you have represented that the Benefactor himself is not a "lobbyist," Section 112.3148(4) extends the list of prohibited donors to include the partner, firm, employer or principal of a lobbyist. Therefore, it is imperative that the Benefactor not be a partner, firm, employer or principal of a lobbyist who lobbies the School District during the life of the loan. Moreover, since Section 112.3148(4) also prohibits "indirect gifts" worth more than \$100, if the Benefactor intends to solicit and accept contributions from other donors, the other donors must also not be lobbyists or the partners, firms, employers, or principals of lobbyists who lobby the School District. As long as none of the loan's contributors are prohibited donors, Section 112.3148(4) would not prohibit the Superintendent from accepting a loan which will eventually be forgiven if he fulfills the entire 4-year term of his Employment Agreement.

However, Section 112.3148(8), Florida Statutes, does impose a reporting obligation on the Superintendent. This section requires him to file a quarterly gift

disclosure form—CE Form 9—listing those gifts he received during the previous calendar quarter that have a value in excess of \$100. In our view, the loan should be disclosed throughout the period of its existence as four separate gifts that are made each time a portion of the loan is forgiven. Also, each time that the Benefactor makes a payment for the Superintendent's income tax liability, a separate, reportable gift would be made. Additionally, we believe that the Superintendent should list each contributor who has contributed more than \$100, not just the Benefactor, even though the proposed Loan Agreement indicates that the Benefactor "will make, or cause to be made, all required loan payments." This requirement would be in keeping with our view that disclosure should be the goal for the reporting individual who receives any of the listed items contained in the definition of "gift." See CEO 91-57.

Finally, with regard to the other ethics statutes mentioned in your letter, Sections 112.313(2), 112.313(4), and 112.313(6), Florida Statutes, provide respectively:

**SOLICITATION OR ACCEPTANCE OF GIFTS.**—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

**UNAUTHORIZED COMPENSATION.**—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.



**MISUSE OF PUBLIC POSITION.**—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

There is nothing to suggest that the proposed Loan Agreement would violate these provisions. Section 112.313(2) prohibits the solicitation or acceptance of any thing of value—including a loan—based upon an understanding that the Superintendent's official action or judgment will be affected as a result. Section 112.313(4) prohibits the acceptance of any thing of value when the Superintendent knew, or with the exercise of reasonable care should know, that it was given to influence actions in which he is expected to participate. Section 112.313(6) prohibits the Superintendent from corruptly using his official position to obtain a special privilege or benefit for himself or others.

As has already been discussed, as long as none of the contributors are prohibited donors under Section 112.3148, Florida Statutes, it would seem unlikely that Sections 112.313(2), 112.313(4), or 112.313(6) would be implicated. In CEO 96-21, we opined that none of these provisions were violated where a newly-hired executive director of a county convention and visitor's bureau received complimentary lodging from a member of the tourist development council while he was relocating to the county. There were no circumstances present in that situation which indicated that the newly-hired executive director had violated these statutes or the gift law—Section 112.3148, Florida Statutes. Although the facts in CEO 96-21 are not directly analogous to those present here, there

also is no indication here that the proposed Loan Agreement violates Sections 112.313(2), 112.313(4), and 112.313(6), Florida Statutes.

Accordingly, we find that the Superintendent's receipt of a loan which will be forgiven over a four-year period will constitute "gifts" which he can accept as long as none of the contributors are lobbyists or partners, firms, employers, or principals of lobbyists who lobby the School District. The loan itself should be disclosed pursuant to Section 112.3148(8), Florida Statutes, as directed above.

cc: William G. Salim, Jr., Esquire

JCC/RLS

04 JUN -4 PM 4: 07

Dr. Michael M. Krop, Chair

**SUBJECT: REQUEST THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA APPROVE AN AMENDMENT TO EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS EXTENDING THE TIME TO OBTAIN A HOME LOAN**

At the Special Board Meeting of May 17, 2004, The School Board of Miami-Dade County, Florida approved the Superintendent's Employment Agreement subject to the Superintendent obtaining a home loan within fourteen (14) days of the execution of the Agreement.

Dr. Crew requested an opinion from the Commission on Ethics concerning the provision in the Employment Agreement regarding whether the receipt of a home loan from a private benefactor would violate the Code of Ethics for Public Officers and Employees contained in Chapter 112, Part III, Florida Statutes. The Commission has rendered an informal draft opinion that there would not be a violation. The Commission met on June 3, 2004 and voted to adopt the informal opinion as its final opinion. ] REVISED

Under the Employment Agreement, the 14-day deadline expired on June 1, 2004. Accordingly, pursuant to Dr. Crew's request for an extension, and in order to allow for time to obtain the formal ethics opinion and to finalize negotiations of the loan agreement between the Superintendent and the private benefactor, it was necessary to agree to an additional 14-day extension pending Board confirmation and approval. ] REVISED

A copy of the proposed Amendment to Employment Agreement will be transmitted separately to the Board, and a copy placed on file in the Citizen's Information Center prior to the Special Board Meeting.

This item does not appear on the published agenda for the Special Board Meeting. There is good cause to vary from the agenda because time is of the essence to finalize the Superintendent's Employment Agreement.

**ACTION PROPOSED BY  
DR. MICHAEL M. KROP:**

That The School Board of Miami-Dade County, Florida confirm and approve the Amendment to Employment Agreement extending the time for obtaining a home loan for an additional fourteen (14) days, from the date of the Board's approval of the Amendment.

**REVISED  
GOOD CAUSE  
SP-2**

TO: The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

FROM: Rudolph F. Crew, Superintendent of Schools *R.F.C.*

SUBJECT: WEEKLY BRIEFING

➔ **SUPERINTENDENT'S GOALS AND OBJECTIVES**

I was recently informed that the District will not receive finalized FCAT and AYP scores until approximately September 1, 2005. The District will receive the first set of data in late June or early July. The District will clean-up the data. Once the data is "scrubbed," there is a 60-day appeals process. The state has 30 days to challenge our results and the District has 30 days to challenge the results. Once this time has elapsed, the scores will be final.

As you know, by contract, I am required to report on the results of my goals and objectives by June 30, 2005. Since the District will not have finalized student achievement data, I will be unable to demonstrate the outcomes for objectives aligned to school and student performance. I am open to the Board's suggestions on how to best proceed. I can present my goals and objectives prior to June 30, 2005 without data or I can present after September 1, 2005, once we have complete data.

**MINNESOTA SHOOTING CRISIS RESPONSE**

The National Crisis Response Team (NCRT) and Mr. William Modzeleski, Associate Assistant Deputy Secretary, National Office of Safe and Drug-Free Schools requested the services of Mr. Frank Zenere, Educational Specialist, District Crisis Management Team, Division of Student/Career Services, to lead a team to provide crisis intervention mental health services in response to the recent Red Lake High shootings in Minnesota. Mr. Zenere was deployed on Wednesday, March 23, 2005.

The National Crisis Response Team is part of the National Organization for Victim Assistance (NOVA). The NCRT consists of specially trained service professionals from all over the country. The team for each disaster is formed in consideration of the particular community's demographics and needs. Mr. Zenere's expertise and experience in responding to the 2004 Florida Hurricanes, the 2002 World Trade Center Terrorism, the 2001 El Salvador Earthquakes, the 1999 American Airlines Crash led to his selection to respond to this disaster.

**CONGRATULATIONS TO DR. LINDA BROWN**

Please join me in congratulating Dr. Linda Brown, who yesterday was ~~tapped~~ to be in the Iron Arrow Honor Society. The Iron Arrow Honor Society is the highest honor attained at the University of Miami. Based on Seminole Indian tradition, Iron Arrow

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT is entered into as of the 21<sup>st</sup> day of April, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board") and RUDOLPH F. CREW ("Superintendent").

WHEREAS, the Board and Superintendent entered into that certain Employment Agreement dated May 17, 2004 (hereinafter "Employment Agreement"); and

WHEREAS, the Board and Superintendent now desire to amend the Employment Agreement to modify the dates for the evaluation/achievement of the goals and objectives and the payment schedule for the performance incentive pay as set forth in the Employment Agreement; and

WHEREAS, the Board approved the modifications on April 21, 2005.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained in the Employment Agreement, and for other good and valuable consideration, the Board and Superintendent agree that:

1. The second paragraph of Section 3.B. Performance Incentive Pay of the Employment Agreement, shall be modified to change the dates for the evaluation/achievement of the goals and objectives and the payment schedule for the performance incentive pay as follows:

	<u>Determination/ Goals &amp; Objectives</u>	<u>Evaluation/ Achievement</u>	<u>Payment</u>
<u>Original Term:</u>			
First Year	September 1, 2004	July 15, 2005	August 15, 2005
Second Year	July 1, 2005	July 15, 2006	August 15, 2006
Third Year	July 1, 2006	July 15, 2007	August 15, 2007
Fourth Year	July 1, 2007	July 15, 2008	August 15, 2008
<u>Extension Term:</u>			
Fifth Year	July 1, 2008	July 15, 2009	August 15, 2009
Sixth Year	July 1, 2009	July 15, 2010	August 15, 2010

July 1, 2005

Mr. Frank J. Bolaños, Chair  
Dr. Rudolph F. Crew, Superintendent of Schools

**SUBJECT:           REQUEST THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND THE SUPERINTENDENT DISCUSS AND ADOPT THE MUTUALLY-AGREED UPON SUPERINTENDENT'S GOALS, PERFORMANCE OBJECTIVES, AND EVALUATION INSTRUMENT FOR THE 2005-2006 YEAR**

**COMMITTEE:       INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS**

**BOARD  
WORKSHOP:       JULY 6, 2005**

In accordance with the Employment Agreement (hereafter agreement) entered into at the May 17, 2004, Special Board meeting, the School Board and Superintendent must develop and adopt mutually-agreed upon goals and annual performance objectives.

Additionally, the agreement provides that the School Board and Superintendent must develop and adopt a mutually-agreed upon standard of measurement for the achievement of goals and performance objectives and the evaluation as to whether the goals and objectives have been achieved satisfactorily.

The recommended goals, annual performance objectives, and evaluation instrument have been completed by the Superintendent and discussed at the July 6, 2005, School Board Workshop. The goals specifically align to the previously agreed-upon District goals in the 2005-2008 District Strategic Plan. The evaluation instrument aligns to the tool used for the 2004-2005 year. These documents have been provided to the School Board under separate cover and a copy will be placed on file in the Citizen Information Center and in the Office of the Recording Secretary.

Agenda Item A-3 requests that The School Board of Miami-Dade County, Florida, and the Superintendent adopt the mutually-agreed upon Superintendent's goals, performance objectives, and evaluation instrument for the 2005-2006 year.

**ACTION PROPOSED BY  
CHAIR FRANK J. BOLAÑOS  
AND SUPERINTENDENT  
RUDOLPH F. CREW:**

That The School Board of Miami-Dade County, Florida adopt the mutually-agreed upon Superintendent's goals, performance objectives, and evaluation instrument for the 2005-2006 year.

Office of School Board Members  
Office of Superintendent of Schools  
Board Meeting of July 13, 2005

July 8, 2005

RECEIVED  
Miami-Dade County Public Schools  
Board Members Office

Mr. Frank J. Bolaños, Chair  
Dr. Rudolph F. Crew, Superintendent of Schools

05 JUL -8 PM 1:41

**SUBJECT: REQUEST THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND THE SUPERINTENDENT DISCUSS AND ADOPT THE MUTUALLY-AGREED UPON SUPERINTENDENT'S GOALS, PERFORMANCE OBJECTIVES, AND EVALUATION INSTRUMENT FOR THE 2005-2006 YEAR**

**COMMITTEE: INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS**

**BOARD**

**WORKSHOP: JULY 6, 2005**

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The recommended goals, annual performance objectives, and evaluation instrument have been completed by the Superintendent and discussed at the July 6, 2005, School Board Workshop. The goals specifically align to the previously agreed-upon District goals in the 2005-2008 District Strategic Plan. The evaluation instrument aligns to the tool used for the 2004-2005 year. These documents have been provided to the School Board under separate cover and a copy will be placed on file in the Citizen Information Center and in the Office of the Recording Secretary.

The performance objectives have been revised based on the feedback from School Board members received during July 6, 2005 Board Workshop.

The graduation and dropout rates are unavailable until August 2005. As such, the 2005-2006 targets are not defined. Performance objectives related to these two data points will be revised and submitted for Board approval at the September School Board meeting.

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Agenda Item A-3 requests that The School Board of Miami-Dade County, Florida, and the Superintendent adopt the mutually-agreed upon Superintendent's goals, performance objectives, and evaluation instrument for the 2005-2006 year.

Revised

A-3

Office of School Board Members  
Office of Superintendent of Schools  
Board Meeting of July 13, 2005

RECEIVED  
Miami-Dade County Public Schools  
Board Members Office

July 8, 2005

05 JUL -8 PM 1:41

Mr. Frank J. Bolaños, Chair  
Dr. Rudolph F. Crew, Superintendent of Schools

**SUBJECT: REQUEST THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND THE SUPERINTENDENT DISCUSS AND ADOPT THE MUTUALLY-AGREED UPON SUPERINTENDENT'S GOALS, PERFORMANCE OBJECTIVES, AND EVALUATION INSTRUMENT FOR THE 2005-2006 YEAR**

**COMMITTEE: INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS**

**BOARD WORKSHOP: JULY 6, 2005**

In accordance with the Employment Agreement (hereafter agreement) entered into at the May 17, 2004, Special Board meeting, the School Board and Superintendent must develop and adopt mutually-agreed upon goals and annual performance objectives.

Additionally, the agreement provides that the School Board and Superintendent must develop and adopt a mutually-agreed upon standard of measurement for the achievement of goals and performance objectives and the evaluation as to whether the goals and objectives have been achieved satisfactorily.

The recommended goals, annual performance objectives, and evaluation instrument have been completed by the Superintendent and discussed at the July 6, 2005, School Board Workshop. The goals specifically align to the previously agreed-upon District goals in the 2005-2008 District Strategic Plan. The evaluation instrument aligns to the tool used for the 2004-2005 year. These documents have been provided to the School Board under separate cover and a copy will be placed on file in the Citizen Information Center and in the Office of the Recording Secretary.

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Agenda Item A-3 requests that The School Board of Miami-Dade County, Florida, and the Superintendent adopt the mutually-agreed upon Superintendent's goals, performance objectives, and evaluation instrument for the 2005-2006 year.



MEMORANDUM

July 8, 2005

RECEIVED  
Miami-Dade County Public Schools  
Board Members Office

TO: The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

05 JUL -8 PM 1:41

FROM: Rudolph F. Crew, Superintendent of Schools

SUBJECT: SUPPLEMENTAL INFORMATION FOR A-3: REVISED 2005-2006 SUPERINTENDENT GOALS, OBJECTIVES, AND EVALUATION

Attached please find my *revised* proposed goals, performance objectives, and evaluation instrument for the 2005-2006 year. The performance objectives have been revised based on the feedback received during the July 6, 2005 Board Workshop.

My goals are the five District goals as identified the 2005-2008 District Strategic Plan. Under each goal are measurable performance objectives that demonstrate yearly progress toward achieving those goals. In addition, the proposed goals and performance objectives are aligned to my job description and contract, as well as relevant Florida State statutes.

As a reminder, please note that again there are two assessment scales. The objectives are rated on a "percentage met" basis. The standards are rated on an unacceptable to excellent basis.

My Performance Incentive Pay would then be based on the percentage of objectives met. I again propose that the payment is pro-rated in the following manner:

- Did not meet objectives = Receive 0% of Performance Incentive Pay
- Partly met objectives = Receive 50% of Performance Incentive Pay
- Mostly met objectives = Receive 80% of Performance Incentive Pay
- Completely met objectives = Receive 100% of Performance Incentive Pay

Scores of all objectives will be averaged to determine the overall percentage of Performance Incentive Pay I receive. I will use the scores from the additional standards to guide future areas of improvement.

Please feel free to contact me at 305-995-1430, if you require additional information or clarification.

RFC: cs  
M0042  
Attachment

cc: School Board Attorney  
Superintendent's Cabinet

MEMORANDUM

July 8, 2005

TO: The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

FROM: Rudolph F. Crew, Superintendent of Schools *R.F.C.*

SUBJECT: **SUPPLEMENTAL INFORMATION FOR A-3: REVISED 2005-2006 SUPERINTENDENT GOALS, OBJECTIVES, AND EVALUATION**

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RFC: cs  
M0042  
Attachment

cc: School Board Attorney  
Superintendent's Cabinet

05 JUL -8 PM 1:45

RECEIVED  
Miami-Dade County Public Schools  
Board Members Office

**Superintendent's 2005-2006 Evaluation**

Agreed-upon Performance Objectives	Did not meet objective	Partly met objective	Mostly met objective	Completely met objective
	(0%)	(1-50%)	(51-99%)	(100%)
<b>Percent of objective met</b>				
<b>Goal 1: Ensure achievement of high academic standards by all students.</b>				
<b>Goal 2: Develop students so that they are able to successfully compete in a global economy.</b>				
<b>1. Percentage of students scoring 3 and above on the FCAT increases</b>				
a) From 45% to 49% in overall reading				
i) From 64% to 68% for grades 3-5				
ii) From 40% to 44% for grades 6-8				
iii) From 26% to 30% for grades 9-10				
b) From 52% to 56% in overall math				
i) From 61% to 65% for grades 3-5				
ii) From 44% to 48% for grades 6-8				
iii) From 51% to 55% for grades 9-10				
<b>2. Number of students retained in the 3<sup>rd</sup> grade decreases from 17% to 15%</b>				
<b>3. Number of schools meeting Adequate Yearly Progress (AYP) increases from 45% to 50%</b>				
<b>4. <u>Percentage of students enrolled in Advanced Level courses increases from 22.3% to 26%</u></b>				
<b>5. Graduation rate increases*</b>				
<b>6. Longitudinal dropout rate decreases*</b>				
<b>Percentage of high school graduates that pursue post-secondary enrichment opportunities increases*</b>				
<b>7. Performance gap between White and Black students decreases</b>				
a) Gap decreases from 34% to 30% in Reading				
b) Gap decreases in dropout rate*				
<b>8. Performance gap between White and Hispanic students decreases</b>				
a. Gap decreases from 19% to 15% in Reading				
b. Gap decreases in dropout rate*				

\* Target will be set when 2004-2005 data is available in August 2005

**Superintendent's 2005-2006 Evaluation**

Agreed-upon Performance Objectives	Did not meet objective	Partly met objective	Mostly met objective	Completely met objective
Percent of objective met	(0%)	(1-50%)	(51-99%)	(100%)
<b>9. Performance gains in Zone and STELLAR schools</b>				
a) 100% of Zone schools show performance gains				
b) Number of "A", "B", and "C" Zone schools increases from 13 to 23 schools				
c) 100% of STELLAR schools show performance gains				
d) Number of "A", "B", and "C" STELLAR schools increases from 20 to 25 schools				
<b>10. Ratio of violent incidents reported per 1000 students decreases from 15.66 to 13</b>				
<b>11. Percentage of students who report 'feel safe in school' on the School Climate Survey increases</b>				
a) From 84% to 90% Elementary schools				
b) From 60% to 65% Middle schools				
c) From 71% to 76% Senior High schools				
<b>Goal 3: Actively engage family and community members to become our partners in raising and maintaining high student achievement.</b>				
<b>Administer the public opinion research survey and ensure that M-DCPS develops/maintains an overall "favorable" public opinion</b>				
<b>Implement year one of Parent Academy and ensure that 10,000 participants receive completion certificates</b>				
<b>12. <u>10,000 certificates of completion are issued by Parent Academy</u></b>				
<b>13. <u>100% of current business and community partnerships are assessed and explicitly aligned with strategic priorities</u></b>				
<b>14. <u>Plan for engaging business and community partners in support of secondary school reform is created</u></b>				
<b>15. <u>Number of facilities use agreements increases from 836 per year to 1045 per year</u></b>				

**Superintendent's 2005-2006 Evaluation**

Agreed-upon Performance Objectives	Did not meet objective	Partly met objective	Mostly met objective	Completely met objective
	(0%)	(1-50%)	(51-99%)	(100%)
<b>Goal 4: Reform business practices to ensure efficiency, effectiveness, and ethical standards.</b>				
16. 100% of first-year targets in the 5-year Construction Plan are met (first-year runs from July 1, 2005 to June 30, 2006)				
<del>Budget is balanced, while maintaining a 2.25% contingency</del>				
17. <u>Zero-based budgeting is implemented in 100% of departments for 2006-2007 budget cycle</u>				
18. <u>2.25% contingency reserve is maintained</u>				
19. <u>100% of school-maintenance plans are completed</u>				
20. <u>New procedures to streamline authority management processes aimed at eliminating paperwork redundancy are 100% designed</u>				
<b>Goal 5: Recruit, develop, and retain high-performing, diverse and motivated faculty and staff.</b>				
21. Percentage of staff scoring 4.0 and above on staff satisfaction items on the Performance Improvement Index Self Assessment Survey increases from 61% to 65%				
22. New incentive pay structure <u>for MEP employees</u> is 100% designed				
23. <u>New salary structure for teachers is 100% designed</u>				
24. New evaluation system <u>for MEP employees and PACES</u> is 100% designed				

Underline = Added based on feedback provided by School Board at July 6, 2005 Board Workshop

~~Strikethrough~~ = Deleted based on feedback provided by School Board at July 6, 2005 Board Workshop

**Superintendent's 2005-2006 Evaluation**

Standards Critical for Achieving Goals	Not Acceptable	Needs Improvement	Good	Excellent
<b><i>Relationship with Board</i></b>				
1. Keeps Board informed on issues, needs, and operation of school system in a timely manner				
2. Makes appropriate recommendations, based on thorough study/analysis				
3. Appropriately interprets and executes the intent of Board policy				
4. Supports Board policy and actions when interacting with public and staff				
5. Creates and maintains professional working relationship with Board				
6. Accepts responsibility for his recommendations				
7. Takes leadership role in maintaining appropriate relationships between Board and district's employees				
<b><i>Management of District</i></b>				
<b><i>I) Instructional leadership</i></b>				
1. Provides vision and strategic direction to district				
2. Visits school sites and communicates effectively with teachers, students and staff				
3. Implements a strong staff development program for all employees				
4. Encourages the implementation of continuous improvement in academics				
<b><i>II) Management of employees</i></b>				
5. Delegates appropriate authority to senior staff; monitors their follow-through				
6. Accurately evaluates senior staff performance – to include ongoing commendations and constructive suggestions				
7. Treats all personnel fairly and impartially				
8. Works to improve good employee morale and loyalty to the organization				
9. Inspires employees to work toward the highest standards				
10. Develops/Improves measures/tools for gathering feedback from employees.				

**Superintendent's 2005-2006 Evaluation**

Standards Critical for Achieving Goals	Not Acceptable	Needs Improvement	Good	Excellent
<b><i>Relationship with Community</i></b>				
1. Maintains respect of community in the course of conducting school district business				
2. Solicits opinions/feedback from community groups and individuals and adjusts actions, as appropriate				
3. Responds in an appropriate and timely way to issues brought by members of the community				
4. Develops and maintains meaningful, respectful and cooperative media and legislative relationships				
5. Engages community in the work of the school system, as appropriate				
<b><i>Professional/Personal Attributes</i></b>				
1. Maintains high standards of ethics, honesty and integrity in all personal and professional matters				
2. Demonstrates tact and diplomacy in working with individuals and groups				
3. Responds appropriately when faced with unforeseen events				