Dr. Robert B. Ingram, Member

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY
                FLORIDA ACCEPT THAT 63% OF SCHOOL DISTRICT'S GOALS
                AND PERFORMANCE OBJECTIVES ESTABLISHED FOR 2006-
                2007 AND MUTUALLY AGREED TO BY THE
                SUPERINTENDENT AND THE BOARD WERE MET AND
                AWARD A PERFORMANCE INCENTIVE PAY BONUS TO THE
                SUPERINTENDENT, IN ACCORDANCE WITH THE TERMS OF
                SECTION 3.B. OF THE SUPERINTENDENT'S EMPLOYMENT
                AGREEMENT, INCLUDING THE CALCULATION OF THE PRO-
                RATA AMOUNT

COMMITTEE: INNOVATION,   EFFICIENCY,   AND   GOVERNMENTAL
                RELATIONS

LINK TO DISTRICT
STRATEGIC PLAN: IMPLEMENT ACCOUNTABILITY SYSTEMS TO IMPROVE
                    ORGANIZATIONAL EFFECTIVENESS

On July 9, 2007, A Board Workshop was held to discuss the Superintendent's performance, as measured by the evaluation instrument adopted by the Board on June 14, 2006. During this workshop data was provided that supported the conclusion that our District had achieved 63% of the established goals and objectives for 2006-2007. In addition, at the Board Meeting of July 11, 2007, a presentation of data was given under Agenda Item A-1 on "School Performance Grades," which supported the attainment of 63% of the District's objectives. However, during the discussion of Agenda Item H-2, an assertion was made by Members of the Board that the performance data previously presented was either erroneous or reported in such a way as to be misleading.

Due to the fact that I was unable to attend this meeting I was not a party to this discussion. I reviewed the tape of the meeting in an effort to ascertain what, if any clarifications or corrections were provided related to the disputed data. I found none. My review of the video tape indicated that a request was made by the Superintendent to rebut the Board Members' analysis of the data, but that request was denied. I then independently reviewed the data presented and compared it against the criteria included in the agreed upon evaluation instrument used to assess the Superintendent's performance. Based on my analysis of the data available, I believe that 63% of the objectives outlined in the evaluation instrument were achieved.

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As the Superintendent was denied the ability to rebut the statements made regarding the validity of the data presented, a cloud has been left over the status of this District's performance during 2006-2007. In order to ensure that the public has a clear and accurate picture of this District's achievements and the performance of our Superintendent, it is appropriate for the Board to acknowledge that the information presented by the administration related to student achievement and performance is true and accurate.

Further, pursuant to the employment agreement between the School Board of Miami-Dade County, Florida and the Superintendent, any considerations for the award of a performance pay incentive,

> ...shall specifically be restricted to and based upon the School District's achievement of the goals and performance objectives...Payment shall be pro-rated based on the goals and the achievement of those goals...

Therefore, based on the terms and conditions stated in the Superintendent's employment agreement, and a full and complete review of the 2006-2007 performance data presented as part of the Superintendent's annual evaluation, it is clear that 63% of the stated objectives were met. This percentage should be used to calculate the Superintendent's performance incentive pay for 2006-2007, in good faith and in accordance with the terms and conditions of Superintendent's employment contract.

**ACTION PROPOSED BY
DR. ROBERT B. INGRAM:**   That the School Board of Miami-Dade County, Florida:

1. Determine that 63% of School District's goals and performance objectives established for 2006-2007 and mutually agreed to by the Superintendent and the Board were met; and

2. Award a performance incentive payment to the Superintendent, in accordance with the terms of Section 3.B. of the Superintendent's Employment Agreement, including the calculation of the pro-rata amount.