

#237

IN THE SUPREME COURT OF FLORIDA

Case No. SC19-240

FINAL REPORT OF THE TWENTIETH STATEWIDE GRAND JURY

On February 14, 2018, fourteen children and three educators were murdered at Marjory Stoneman Douglas High School in Parkland, Florida. The aftermath of this tragedy generated numerous civil and criminal investigations involving the shooter, law enforcement officers and school officials. Notably, the Marjory Stoneman Douglas Public Safety Commission (MSDPSC) was commissioned to closely analyze the tragedy itself—including the actions of various law enforcement organizations and school officials—in an effort to develop recommendations to curtail future tragedies. We, the members of the Twentieth Statewide Grand Jury, have not been asked to duplicate the efforts of these other investigations, but it is clear to us that this body was imppaneled because of the tragedy. Therefore, with the memory of those lost at Marjory Stoneman Douglas High School on that day as our North Star, we have dutifully and diligently investigated school safety issues in the State of Florida for as long as the law would allow us.

In June of 2019, when we arrived for jury duty at the Broward County Courthouse, none of us had any idea what would be asked of us. We are residents of Miami-Dade, Broward and Palm Beach Counties. All volunteers, we are life-long Floridians and transplants; men and women; Asian, Black, Hispanic and Anglo-Americans; educators, first responders, and professionals from an array of industry and commerce. Most importantly, we are Floridians whose lives have been forever changed by what we have seen and learned in the last two years. We have pushed, and continue to push, for legislative change. We seek accountability from those who are given the opportunity to care for our children. It is our sincere hope in writing this Final Report, as it has

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John A. Tomasino, Clerk

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By B. J. Hill

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08/19/2022

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been our hope with our prior Interim Reports and Indictments, that we will change the lives of our fellow Floridians for the better by making Florida's schools safer places to send our children.

Our investigation has been directed by a mandate from the Florida Supreme Court. The Order Directing Impanelment of the Statewide Grand Jury, issued by the Florida Supreme Court on February 25, 2019 asked us to examine four issues:

- (a) whether refusal or failure to follow the mandates of school-related safety laws, such as the Marjory Stoneman Douglas Public Safety Act, results in unnecessary and avoidable risk to students across the state;
- (b) whether public entities committed—and continue to commit—fraud and deceit by accepting state funds conditioned on implementation of certain safety measures while knowingly failing to act;
- (c) whether school officials committed—and continue to commit—fraud and deceit by mismanaging, failing to use, and diverting funds from multimillion-dollar bonds specifically solicited for school safety initiatives; and
- (d) whether school officials violated—and continue to violate—state law by systemically underreporting incidents of criminal activity to the Department of Education.

Since the beginning of our term, our investigation has been facilitated by special agents and analysts from the Florida Department of Law Enforcement (FDLE) and attorneys and other employees from the Office of Statewide Prosecution. We are sincerely appreciative of these individuals' diligent and tireless efforts to investigate these complex issues on our behalf. In the course of this Grand Jury, FDLE has served hundreds of subpoenas for records, reviewed and analyzed tens of thousands of pages of documents and parsed terabytes of data. This Grand Jury has itself examined over 150 witnesses and reviewed over 150 exhibits.

Our term has so far resulted in an indictment against a former employee of Broward County Public Schools, and a presentment regarding criminal conduct by an employee of Duval County Public Schools who has since resigned. We have also issued a number of Interim Reports which

have focused primarily on the first and fourth issues in our mandate. We issued our First Interim Report to address the alarming fact that some local school districts had not taken the steps necessary to bring their schools into compliance with the requirements of the Marjory Stoneman Douglas Public Safety Act (MSDPSA) ahead of the first day of the 2019-20 school year.

We issued our Second Interim Report in December of 2019, and it contained a number of specific recommendations to the 2020 Florida Legislature involving school safety issues. We were dismayed to later learn that Senate Bill 7040, the 2020 legislative session's attempt to update the MSDPSA, was not ultimately passed into law. Nevertheless, we issued our Third Interim Report in December of 2020. This Report reiterated and underscored many of our prior legislative recommendations ahead of the 2021 legislative session and provided additional specific guidance aimed at addressing serious deficiencies in the patchwork of different agencies comprising Florida's mental health care "system".

Both of these latter Reports contained specific recommendations to the Florida Legislature involving significant areas of concern regarding school safety, and this Grand Jury urges anyone interested in school safety to review all of our Interim Reports for additional information. We understand legislating is a process and hope that these Interim Reports will provide useful guidance well beyond the 2021 legislative session.

Many of this Grand Jury's recommendations in this Final Report, however, are of an entirely different tenor. We continue to recommend that the 2021 Florida Legislature pass this year's update of the MSDPSA, now-titled as House Bill 7035; just as we continue to stand by all our prior recommendations; but the primary focus of this Report is to enact change in the management of certain school districts. With that goal in mind, our discussions around the topics in this Report are going to get very specific. We are going to name names, we are going to point

to specific acts on specific dates, and we are going to quote testimony where appropriate. We do all of this in an effort to provide the taxpayers in these school districts with a clear picture of what is happening in their schools, who is causing it, and why, in the hopes that public scrutiny attending this Final Report will make some or all of the activities we report on impossible for these individuals—or anyone else, for that matter—to carry out with impunity in the future.

The remainder of this Final Report is principally divided into sections that match the four categories of our mandate. The first two sections—which deal with MSDPSA compliance and fraud in accepting state funds for safety—are relatively short, but the latter two—which deal with fraud in the mismanagement of multimillion-dollar bonds and the systematic underreporting of criminal incidents to state agencies—are much longer. Each of these sections contains its own recommendations, which include policy and legislative recommendations as well as specific recommendations for the suspension of certain school district officials where appropriate.

**WHETHER REFUSAL OR FAILURE TO FOLLOW THE MANDATES OF SCHOOL-RELATED SAFETY LAWS, SUCH AS THE MARJORY STONEMAN DOUGLAS PUBLIC SAFETY ACT, RESULTS IN UNNECESSARY AND AVOIDABLE RISK TO STUDENTS ACROSS THE STATE**

The Twentieth Statewide Grand Jury’s First Interim Report, dated July 19, 2019 stated that “we have seen and heard troubling evidence of conflicts between school district officials and law enforcement agencies regarding who is ultimately responsible for executing and enforcing” the Aaron Feis Guardian Program, which was passed into law in two separate Bills, Florida Senate Bills 7026 and 7030, and is now enshrined in Section 1006.12, Florida Statutes (2020). We noted that executing these laws would “require cooperation between law enforcement and school district officials”, but we did not name any specific local school districts. In our Second Interim Report, this Grand Jury once again took to task “a number of Florida school districts” for failing to comply with the mandates of the Guardian Program as it related to charter schools. The Report cited a

specific example involving the Broward County School District to illustrate a larger trend of local districts failing to timely ensure that at least one Safe Schools Officer (SSO) would be present on every charter school campus for the then-upcoming 2019-20 school year, but beyond that example, we did not specifically identify any other local school districts.

All of this prologue brings us to the School District of Palm Beach County (hereinafter “the District” or “SDPBC”). Although we did not directly address SDPBC’s compliance issues in those first two reports, nor did we discuss any local school district compliance issues specifically in our Third Interim Report, underlying issues merit exploration so they are not repeated in the future. In a nutshell, SDPBC wound up spending a significant amount of taxpayer money hiring a private security firm to train prospective SSOs instead of cooperating with the Palm Beach County Sheriff’s Office (“PBSO”), which had both legal authorization and available funding from the State of Florida to administer this training at no extra cost to the District. SDPBC’s decision to bring on a private vendor and the subsequent fallout resulted in a great deal of confusion, unnecessary expense and, eventually, litigation.

By way of background, Senate Bill 7030 was signed into law on May 9, 2019, and according to witness testimony, SDPBC officials were actively tracking the progress of the Bill well before that date and fully expected it to become law. On May 31, 2019, the FDOE issued a memorandum to all Florida school districts titled “SB 7030 Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission” summarizing the proposed changes to the school safety laws and explaining how they would affect local school districts. On June 5, 2019, SDPBC issued a letter to all Palm Beach County Charter schools which provided all four SSO options enumerated in SB 7030.<sup>1</sup> Shortly, thereafter, SDPBC

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<sup>1</sup> Schools could cooperate with local law enforcement to bring on: (1) “School Resource Officers”, sworn law enforcement personnel employed by local municipalities or sheriffs who would be attached to a given school for a

issued a letter to PBSO explaining that it planned to offer charter schools a choice between all four statutory options pursuant to Section 1006.12, followed by another communique to charter schools instructing them to contact PBSO regarding the establishment of an SSO program. On Tuesday, July 23, 2019 (four days after this Grand Jury released its First Interim Report) SDPBC organized a meeting to discuss safety on charter school campuses and facilitate charter school access to SSO training. Personnel from the Palm Beach County *Schools* Police Department, PBSO, seven other law enforcement agencies, forty-two Palm Beach County charter school representatives and twelve security agencies were all present at this meeting, where PBSO indicated that it would provide an SSO training if the School Board of Palm Beach County (the Board) voted in favor of it. After this meeting, SDPBC sent a letter to the charter school Governing Board that gave the charter schools until July 30, 2019 to select their desired SSO option and provide their preference in writing to the Director of Charter Schools.

Unbeknownst to both PBSO and the charter schools, SDPBC's Executive Cabinet had *already* chosen to provide "School Security Guards" as the charter school SSO option on July 8, 2019. To facilitate this decision, the Board approved the purchase of charter school safety services through various vendors on July 24, 2019—one day *after* the charter school security meeting described above and six days *prior* to the deadline SDPBC had given charter schools to select their SSO option. In fact, as early as July 2, 2019, SDPBC officials had *already* contacted a private security guard training firm, Invictus, to develop an SSO training program and provide candidates, based on the District's own determination that "School Security Guards" were not required to be

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period of time; (2) "School Safety Officers", sworn law enforcement personnel employed by the local school districts themselves; (3) "School Guardians", school officials or District employees who had been authorized to carry firearms on school campuses after having undergone specific training programs offered through local sheriff's offices; and/or (4) "School Security Guards", who had training similar to School Guardians but were employed by third parties and detached to specific schools as needed.

trained by a Sheriff's Office like PBSO. None of the other 66 school districts in the State of Florida have interpreted the statute to allow this kind of training.

Nevertheless, on July 30, 2019, just thirteen days before the start of the 2019-20 school year, SDPBC signed a \$250,000.00 contract with Invictus. Due to the limited window of time after the contract was ratified, Invictus was unable to train enough "School Security Guards" for the beginning of the school year, which meant that SDPBC then had to enter into an additional sixty-day contract with PBSO in order to have sufficient SSOs available to cover its charter schools until Invictus had successfully trained its first group of "School Security Guards".

Unfortunately, the problems did not end there. On August 8, 2019, the Florida Department of Education sent a letter to PBSO and SDPBC advising that Invictus's "School Security Guard" training did not meet the statutory guidelines and the recently-trained "School Security Guards" would *not* be permitted to serve as SSOs without further training by PBSO or through another local sheriff's office that offered the statutorily defined Guardian training program. PBSO also conducted its own review of Invictus's program and found numerous compliance issues, including the fact that:

- Portions of the course were not taught or overseen by instructors certified by the Florida Criminal Justice Standards and Training Commission;
- Some students were passed with an 80% score in firearms training, although the statute requires an 85% score;
- There was no breakdown of time spent on specific curricula as required by statute;  
and
- Students who apparently failed psychological exams were allowed to participate in the training program.



In addition to the training deficiencies identified by PBSO, this Grand Jury also uncovered a contract for “Spere, Inc”—a corporation controlled by the principals of Invictus—to provide “Security Guards” to SDPBC charter schools. This contract, of course, had the potential to bring these principals even more revenue from SDPBC than the Invictus training program would have done on its own. By controlling the access to its training program, Invictus put itself in a position to ensure that Spere employees would receive training first and potentially be deployed into charter schools ahead of other potential candidates.

None of this actually happened, however, because on August 20, 2019, a PBSO panel released its findings and recommended that Invictus’s training program be discontinued. Six days later, PBSO finally began its own training program in order to support the charter schools’ need for School Security Guards. Two days after that, the Board voted to terminate Invictus’s contract, but by that point, SDPBC had spent over \$77,000 of taxpayer funds on these trainings. Invictus sued the Board for Breach of Contract, and the School Board countersued Invictus for Breach of Contract, Negligent Misrepresentation, Fraudulent Inducement, Fraudulent Performance and violating the Florida Deceptive and Unfair Trade Practices Act. Now this drama will play itself out in the courts—once again at taxpayer expense.

It is clear to this Grand Jury that there was a critical lack of communication and cooperation between SDPBC and PBSO regarding the implementation of SSOs on charter school campuses. Instead of seeking the assistance of PBSO, SDPBC relied on its own statutory interpretation without sufficient input from other stakeholders such as PBSO, FDOE, or the MSDPSC, leaving the taxpayers of Palm Beach County with a bill for a failed program that did not produce any qualified SSOs. Moreover, this Grand Jury received evidence and testimony that Invictus was actually pre-selected by high level officials within the Palm Beach County *Schools* Police

Department and subsequently recommended to SDPBC's Board. There appears to have been no competitive process in Invictus's procurement because the Board classified the hiring of Invictus as an "emergency expenditure" due to time constraints. This analysis, of course, completely fails to acknowledge the fact that SDPBC *actually caused the emergency* by not timely planning for SB 7030's passage and securing PBSO's assistance in setting up a legally sufficient training program. This entire matter is deeply unfortunate, and it was exactly the sort of foolishness we were concerned about in our First and Second Interim Reports. One would think that important events like the Marjory Stoneman Douglas shootings and their attendant loss of life would have made the stakes of failure clear and drove the various entities responsible for our children's education and security to find cooperative solutions, but it appears that at least some officials within SDPBC and PBSO would rather engage in turf wars that will produce no winners.

**WHETHER PUBLIC ENTITIES COMMITTED—AND CONTINUE TO COMMIT—FRAUD AND DECEIT BY ACCEPTING STATE FUNDS CONDITIONED ON IMPLEMENTATION OF CERTAIN SAFETY MEASURES WHILE KNOWINGLY FAILING TO ACT**

To satisfy the second part of the Florida Supreme Court's mandate, this Grand Jury closely examined two public funding mechanisms administered through FDOE: The Educational Facilities Security Grant (EFSG) and the Safe Schools Allocation (SSA). We are pleased to report that we have found no evidence of fraud and deceit by public entities in their acceptance and use of these state safety funds.

The EFSG was codified in Section 44 of Senate Bill 7026. The bill appropriated \$98,962,286 to FDOE to administer a grant program providing capital outlay funds that were specifically earmarked to improve the physical security of school buildings. EFSG-eligible applicants included all Florida school districts, charter schools, and developmental research schools. Applicants were not required to provide matching funds to receive a grant award, but local

school districts were required to provide charter schools in their jurisdictions with proportionate shares of grant funds, so long as the charter schools provided the local districts with security risk assessments. Successful applicants received EFSG funds in monthly allotments.

EFSG funds could be used to improve any physical safety and security features of school buildings that had been identified in security risk assessments completed by each school district. Only fixed capital outlay expenditures were permitted, meaning that these funds could not be used to pay for maintenance of existing features, administration of schools, or as compensation for school district employees. The program's funding period began on July 1, 2018, and all EFSG awarded funds were required to be exhausted by January 31, 2021. After that date, any remaining monies were required to be returned to FDOE.

This Grand Jury heard testimony that FDLE Special Agents served Subpoenas Duces Tecum to EFSG Awardees in the State of Florida for records and documentation pertaining to their receipt and use of EFSG funds. FDLE conducted a comprehensive review of this documentation to determine the amounts awarded, how they were utilized, and whether these amounts were spent on allowable projects as set forth by the guidelines provided by FDOE. FDLE also conducted a general review of the businesses utilized to perform EFSG-funded projects, and gathered proof that the projects EFSG Awardees contracted for had actually been implemented.

In the wake of this comprehensive analysis, this Grand Jury finds no improper expenditures of EFSG-awarded funds by any public entity. Funds appear to have generally been spent on site hardening projects including perimeter fencing to create single points of entry, construction to enhance secure entry into school buildings, mass notification systems, identification badging systems for school visitors and staff, video camera security systems, metal detectors, and ballistic safety reinforcement film for school windows. All of these are appropriate uses of EFSG funds.

This Grand Jury also heard testimony about the Safe Schools Allocation (SSA), which was passed into law as Section 42 of Senate Bill 7026 (Chapter 2018-3, Laws of Florida). The SSA established a total sum of \$161,956,019 in funds to be utilized by public entities for school safety expenses for the 2018-2019 fiscal year. These public funds were appropriated from the State of Florida's General Revenue Fund and were also administered by FDOE. Unlike the EFSG, SSA funds were earmarked to be used by local school districts in their compliance with the MSDPSC, with priority given to the funding of SSOs pursuant to Florida Statute section 1006.12.

Once again, FDLE Special Agents served Subpoenas Duces Tecum to all school districts and developmental schools in the State of Florida for records and documentation pertaining to their receipt and use of SSA funds, this time for the fiscal year dated July 1, 2018 to June 30, 2019. Once again, FDLE analysts comprehensively reviewed the documentation provided to determine amounts awarded, how these amounts were utilized, and whether these amounts were spent on allowable expenses as set forth by the guidelines provided by FDOE.

Just as above, this comprehensive analysis has revealed no improper expenditures of SSA funds by any public entity. SSA funds were all appropriately spent on the funding of safe-school officers pursuant to Section 1006.12, Florida Statutes (2018). A majority of the public entities utilized these funds to contract with law enforcement agencies for the provision of School Resource Officers (SROs) to be at every school within their jurisdiction, including charter schools. A minority utilized the SSA funds on "School Safety Officers", "School Guardians" and/or "School Security Guards", all of which are permissible categories pursuant to Section 1006.12. Some entities were left with excess SSA funds after deploying the statutorily required number of SROs, and on those occasions, these public entities utilized SSA funds for additional school security expenses, site hardening improvements or simply rolled excess SSA funds over for use

during the next fiscal year. These, too, are all permitted practices under the FDOE’s SSA fund distribution guidelines.

**WHETHER SCHOOL OFFICIALS COMMITTED—AND CONTINUE TO COMMIT—FRAUD AND DECEIT BY MISMANAGING, FAILING TO USE, AND DIVERTING FUNDS FROM MULTIMILLION-DOLLAR BONDS SPECIFICALLY SOLICITED FOR SCHOOL SAFETY INITIATIVES**

This Grand Jury has received testimony from scores of witnesses and scrutinized detailed records from multiple jurisdictions regarding multimillion-dollar bonds and the construction projects undertaken with funds derived from those bonds.<sup>2</sup> All of these projects are still in progress, and there are earmarked sums of money around the State of Florida that have not yet been spent. While none of the projects we examined were entirely problem-free, we are pleased to report that for the most part, they do appear to be relatively timely, on-budget and in-line with the covenants made by these school districts to the voters who approved them. But there is one notable exception to this trend: The SMART Program, currently being administered by Broward County Public Schools (hereinafter “BCPS” or “the District”).

In our quest to understand why the SMART Program is the debacle that it is, we have reviewed recordings of meetings and workshops of the School Board of Broward County (“the Board”), examined records obtained from numerous sources and questioned numerous witnesses. We have attempted to be as complete in our examination of the SMART Program as possible. To that end, we have heard testimony from numerous contractors and subcontractors involved with BCPS projects and contracted representatives of the District who specialize in these areas. Our investigation has also led us to review general operations, hiring practices and procedures in a

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<sup>2</sup> The Twentieth Grand Jury specifically examined the following projects: The District’s SMART Program, the “21st Century Schools Bond” administered by Miami-Dade County School Public Schools and the “Your Penny at Work” Facilities Construction Program administered by Palm Beach County School District. While we do not believe it is necessary to devote sections of this Report to those projects, we will make reference to them where comparisons to the District’s SMART Program are appropriate.

number of BCPS Departments, including Facilities, Finance, Building, Human Resources, and Physical Plant Operations (PPO). Most importantly, we have closely examined the activities of District leaders, including, but not limited to Superintendent Robert Runcie and every member of the Board that has materially participated in oversight of the SMART Program. Our scrutiny of the District's leadership and these Board members has been pointed, but we have provided each of them every opportunity to explain their decisions regarding the SMART Program. As we will discuss in detail below, we find many of these leaders' explanations unpersuasive. Having considered all of the above items of testimony and evidence, this Grand Jury finds that the School Board of Broward County has—through deceit, malfeasance, misfeasance, neglect of duty and incompetence—mismanaged the SMART Program, a multimillion-dollar bond specifically solicited for school safety initiatives. We believe that the only appropriate remedy is for the Governor of the State of Florida to remove these members of the School Board of Broward County.<sup>3</sup>

To support our finding and our recommendation, this Report will examine the litany of uninformed or even misinformed decisions, incompetent management and lack of meaningful oversight that have all contributed to an unprecedented degree of delay and extra expense that will ultimately be borne by the taxpayers of Broward County. As it stands today, a group of projects which were clearly and specifically promised in 2014 by BCPS officials to be completed by the end of 2021 at a cost of \$987 million are now estimated to be completed in 2025 at a cost of approximately \$1.462 billion. Frankly, we believe that completion in 2025 is wishcasting, and the

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<sup>3</sup> See Fla. Const., Art. IV, S. 7 (“By executive order stating the grounds and filed with the custodian of state records, the governor may suspend from office any state officer not subject to impeachment, any officer of the militia not in the active service of the United States, or any county officer, for malfeasance, misfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony, and may fill the office by appointment for the period of suspension.”).

soaring cost estimates will continue to rise in the coming years. Our concern is reflected in the most recent Quarterly Report by third-party watchdog Florida Tax Watch. What follows here is our effort to explore some of the more troubling aspects of the District's management of the SMART Program, explain some of the underlying mechanisms behind the dramatic rise in the Bond's cost, and where appropriate—assign blame.

This doubling of time and almost 50 percent increase in cost did not happen overnight. It was a slow-boiling frog that resulted from years of mismanagement from multiple BCPS Officials, whose mistakes were compounded by the Board, which has—as a body corporate—refused to hold BCPS leadership to account, even when the District's failures were apparent. Our report examines these failures along four primary axes:

1. **Failure to Plan:** BCPS failed to adequately plan and prepare for the \$800 million SMART Program referendum. Through its own haste and negligence (or perhaps even with some degree of intent on the part of some actors), the District did not present the taxpayers with an accurate picture of the true scope and cost of the many construction projects it claimed to be able to accomplish. The District also failed to plan in the sense that it put a great deal of effort into public messaging and campaigning to pass the SMART Program, but behind the scenes, it did not hire adequate staff or timely seek the services of private partners to manage this enormous pool of promised construction projects.
2. **Failure to Lead:** BCPS compounded its initial failure to plan by failing to put in place staff who had the ability and desire to adequately inform and guide the many project managers, architects, engineers, contractors and subcontractors the District needed to complete this massive slate of construction projects. When conflicts

inevitably arose—either between different departments within BCPS’s enormous bureaucracy or between industry professionals on the private side and District officials on the public side—middle- and upper-management at the District were utterly unable to incorporate the advice of industry professionals—even advice the District itself sought and paid for—to address these problems in a productive and effective manner. Finally, at least some District-level managers appear to be more than willing to countenance outrageous behavior on the part of their supervisees.

3. **Failure to Inform:** District officials have taken steps to obstruct both the public and the Board from receiving potentially damaging information about exactly what is going on in SMART Program projects. These steps are varied, and can range from obfuscation, to the use of technical jargon, to outright lying by senior district leadership. District officials have also fomented infighting amongst Board members, which has led to an overall paralysis of the Board corporate as a mechanism for holding BCPS leadership accountable.
4. **Failure to Account:** Regardless of the steps taken by the District to misinform it, the SBBC has had enough reliable information at its disposal to understand the major issues involving the SMART Program projects for years. Nonetheless, the Board corporate has failed to exercise its authority and hold senior management at the District accountable for these failures. Instead, the Board has—by carelessness or by design—sanctioned and supported the District’s failures.

Each of these categories have contributed their own discrete cost increases and delays to SMART Program projects. But importantly, they have each exacerbated and magnified the impact of the others. The District’s failure to adequately plan in 2014 greatly contributed to conflicts among



staff and with the private sector later on; these conflicts put BCPS officials in a position to “manage the message” in an attempt to obfuscate and minimize the program’s failures; and the Board’s unwillingness exercise its authority to hold BCPS leadership accountable has allowed these conflicts to fester and failures to multiply. Altogether, the impact of this ineptitude on the SMART Program projects has been devastating.

From the outset, we want to be clear about one thing: *This is not normal*. BCPS is not the first local school district to undertake a construction project of this scale. In fact, all three school districts in South Florida are currently involved in similar projects. The District is not seeking to renovate these buildings to comply with complex design standards such as LEED, BREEAM or Energy Star. Despite the protestations of the District and Board, there is nothing uniquely challenging about the SMART Program safety and renovation projects. In fact, there is nothing about the SMART Program renovations that set them apart from literally hundreds of other buildings renovated by other school districts in nearby Miami-Dade and Palm Beach Counties. This Grand Jury believes the vast majority of problems and delays the District is encountering in the construction process were entirely foreseeable had District officials taken adequate steps to properly examine their own facilities and prepare for what they found in advance. Nevertheless, we have heard BCPS officials and Board Members testify again and again that the issues we will examine in detail below were entirely unexpected and could not have possibly been discovered and planned for in 2014. We do not believe them.

To us, the overall pattern of the last seven years is clear: District leadership—guided by a woefully inaccurate scope of work from 2014—continues year after year to sail SMART Program projects into storm after storm. Every time a project encounters a new problem or one of the many layers of oversight employed by the District sounds the alarm about fast-ballooning costs, time or

any number of other issues, the District publicly autopsies itself with the same tired set of “who could have knowns” and “we will do better”. If the problem is bad enough, public enough and/or expensive enough, the District may even respond by transitioning a few of its managers from one department to another, rearranging a few deck chairs in its organizational hierarchy, or instituting yet another layer of bureaucratic “process” to paper over its failure. The Board corporate readily accepts whatever paltry remedial measures the District suggests, and while individual Board members may grouse in public meetings about the District’s latest series of failures and delays, or even write some vague jargon in the Superintendent’s latest yearly evaluation about “hold[ing] staff accountable and ensur[ing] Board policies as well as District procedures are consistently followed . . .”, it is clear to us that public perception and political survival are far more important and salient goals for Board members than taking the hard steps necessary to honor their covenants with the taxpayers of Broward County. As one witness asked, “how [did] we get to the point where it became about the people in the K.C. Wright building and not the kids in the classroom and teachers in the classroom?”

#### About the School Board of Broward County

The SBBC consists of nine members, each of whom is elected to serve four-year terms. Seven of these members are elected to represent specific “Districts” or subdivisions within the larger Broward School District, and two of them are “Countywide At-Large” members who are elected by voters from the entire District. Its members are not term-limited. Other than the requirement that they domicile in their given geographic “Districts”, there are no specific prerequisites for candidates to run for the Broward School Board. Once elected, there is no formal “onboarding” or formal training process. New Board members are often given the opportunity to attend “trainings” offered by nonprofit organizations like the Council of Great City Schools and

are provided materials explaining the powers and limitations of their office by the Board’s legal advisor. Some Board members, like Nora Rupert, have sought additional training and certification with state-specific entities like the Florida School Board Association.

Article IX, Section 4(b) of Florida’s Constitution empowers local school boards to “operate, control and supervise all free public schools within the school district and determine the rate of school district taxes within the limits prescribed herein.”<sup>4</sup> Consistent with its mandate to “operate, control and supervise”, the SBBC ratifies the District’s annual budget, and frequently produces detailed policies on a diverse range of subjects ranging from Secondary School Parking, to Paid Sick Leave, to Anti-Bullying.

The Board also supervises a grand total of two employees: BCPS’s Superintendent of Schools, Robert Runcie, and its legal advisor, Barbara Myrick. Both of these employees are subject to annual written performance reviews by each Board Member, and a majority of the Board must approve renewals or modifications of their employment contracts.

#### About Broward County Public Schools

BCPS is the sixth largest school district in the United States, just behind Miami-Dade County (Fourth) and ahead of Palm Beach County (Tenth). As of 2021, the District employs roughly 33,000 teachers, administrators and staff to instruct and support a student population of approximately 261,000 across over 333 campuses all over Broward County. Each of these campuses contains multiple buildings of varying age and condition, all of which are supervised, renovated and maintained by the District’s Facilities Department.

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<sup>4</sup> As of 2020-21, the yearly tax “Millage” collected by SBBC from Broward County homeowners is a total of 6.5052 Mills (or \$6.51 per year for every thousand dollars of a given home’s assessed property value). State law has limited the amount of taxes local school districts can collect for “Capital Millage”, a category that includes school construction, remodeling, site improvements, expansions, renovations & repairs, maintenance, purchases of new and replacement equipment, school bus purchases, enterprise resource software applications, and driver education vehicles purchases to 1.5 Mills (or \$1.50 per year for every thousand dollars of a given home’s assessed property value).

The District's annual budget as of 2021 is over \$4 billion, which is primarily collected through local property taxes and administered by the District with the annual approval of the SBBC. The Chief Executive Officer of this enormous bureaucracy is Superintendent Robert Runcie, who has occupied this position since the prior superintendent, James F. Notter, resigned in the wake of a report authored by the Nineteenth Statewide Grand Jury. Superintendent Runcie is served by a cabinet consisting of approximately twelve chiefs, the size and composition of which changes fairly often. As noted above, Superintendent Runcie is himself an employee of the Board, subject to retention, removal, and performance review by that body.

#### About the SMART Program

The SMART Program is a “General Obligation Bond”, essentially a low-risk, low-interest loan. It enables the District to sell bonds over a series of “tranches” that enable it to gather up to \$800 million in funds. Each new “tranche” is sold after the District certifies it has met a specific set of conditions and requests the next round of money. To date, three tranches have been released—\$155,055,000 in 2015, \$175,750,000 in 2019, and \$207,465,000 in 2021—leaving a total of \$262,730,000 of the original \$800 million remaining to be collected. The SMART Program is financed by the voters of Broward County, who have agreed to pay extra yearly taxes to service the bond's debt for up to the next thirty years. After that, the SMART Program obligations will have been satisfied and that tax increase attendant to that debt service will sunset.

The SMART Bond was developed in 2014 to address outstanding deficiencies faced by the District in several areas that roughly matched the letters in the SMART acronym:

S = Safety

M = Music & Arts

A = Athletics

R = Renovations

T = Technology

This report will focus primarily in the “S”, “Safety”, and “R”, “Renovations” portion of the SMART Program. That is not to say that these other areas of the Bond are problem-free—they are not—but many of these other problems have already been resolved and were not of nearly the same magnitude as those we found in “Safety” and “Renovations”.

District leaders and Board members campaigned vociferously for the bond during the lead-up to the 2014 election, making numerous public appearances to discuss the District’s need of funds and what could be accomplished once those funds were available. In an effort to sway voters, the District also produced an advertising and public relations campaign which included highly detailed, school-by-school lists of projects (known as a “scope of work”) that it intended to accomplish with SMART Program revenue.

Each project comprising the “scope of work” was placed on a specific timeline containing a brief description, an estimated cost, a prospective start date and a prospective end date. Importantly, District officials pledged to begin all projects within five years and *complete them all* within seven years. The projects themselves were supposed to have been prioritized based on the seriousness of each school’s deficiencies and identified as “Year One Projects” through “Year Five Projects” with the highest priority given to “Year One Projects”. There was also a separate list of “Critical Priority One Projects” whose circumstances were determined by the District to be so dire that even if the bond did not pass, the projects at these schools had to move forward in short order. The District also promised to utilize a total of \$187 million from its Capital Millage Reserves to bring the total money available for Bond-related projects to \$987 million.

The SMART Bond was put before the voters of Broward County via Resolution 14-88, Broward County Public School Board, on November 4, 2014, with the following language:

**Funding Improvements to and Replacement of Public School Facilities Through Issuance of General Obligation Bonds**

Shall the School District of Broward County fund improvements to and replacement of public school facilities throughout the District, including safety enhancements and instructional technology upgrades, by issuing general obligation bonds in a total principal amount not exceeding \$800,000,000, to be issued in multiple series, bearing interest at not exceeding maximum legal rates, maturing within thirty years, and secured by the full faith and credit and ad-valorem taxing power of the District?

This language was approved by 68% of the voters. After securing a positive majority vote on the referendum, the District was legally obligated to produce a sheaf of legal documents which together comprised the “Bond Resolution” before it could offer investors the opportunity to buy the first tranche of bonds, receive the funds for that tranche and begin work. Like the referendum language, these documents did not reflect the great level of detail provided to the voters in the media blitz preceding the referendum. Instead, the Referendum itself contained language authorizing SMART Bond funds to be used:

for the purpose of modernizing, constructing, acquiring, building, enlarging, finishing or otherwise improving school buildings, including safety enhancements and instructional technology upgrades or for any other exclusive use of the public schools within the District, including therein, the projects set forth on Exhibit A attached hereto, as such projects may be modified from time to time.

“Exhibit A” contained three long lists of BCPS schools, separated into the following categories: “Remodeling/Renovation and Safety Project Candidates”, “Replacement (Full or Partial)/New Construction Project Candidates”, and “Technology Upgrade Candidates”.

Although a great deal of specific information regarding scope, cost and schedule was provided by the District in the run-up to the 2014 referendum, to hear them tell it today, those very specific costs and times were only “estimates” that should not be given any kind of weight in

evaluating the District’s performance. We disagree. It is clear to us from every resource available that the District’s “pitch” in 2014 was straightforward: If voters approved the SMART Program referendum, the Broward School District represented that it could (1) accomplish the complete “Scope of Work” (2) for a total of \$937 million (3) in seven years. Because neither the ballot itself nor the Bond Resolution reflects these specific promises, the District is not legally obligated to accomplish any of them. Nevertheless, explicit claims regarding scope, time and cost were repeatedly made to voters in the District’s communication leading up to the 2014 election, and it would have been perfectly reasonable for voters to base their decision on whether to vote “yes” or “no” on the District’s representation that it could and would accomplish these three covenants. It is entirely appropriate to evaluate the Broward School District and the Broward School Board based on the standard which they readily offered to the public in 2014. In his own testimony in 2021, Superintendent Runcie testified as follows:

Q. We wanted to do X projects for X dollars in X amount of time, right?

A. Yes.

Through that lens, the outlook is not good: The District’s latest projections have the total cost of the SMART Program “scope of work” at roughly \$1.462 billion—almost 50% more than what was covenanted to the voters—and the seventh anniversary of the SMART Program referendum will pass in November while a number of projects—including all-important “Critical Priority One Projects”<sup>5</sup>—are still mired with delays. Broadview Elementary School, for example, is currently scheduled to go into the final stage, “Closeout”, on July 31, 2023. This school spent 246 days in the “Design Procurement” phase, 1224 days in the “Design” Phase and 806 days in

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<sup>5</sup> “Critical Priority One Projects” were schools that the District identified as being in such disrepair that it asked the Board to fund renovations regardless of whether the SMART Program referendum was successful. The Board approved the District’s request in September 2014.

the “Construction Procurement” phase. In fact, construction at Broadview did not start until October 21, 2020. Pasadena Lakes Elementary School, another “Critical Priority One” project that was started on February 1, 2015, has been plagued with even more delays and cost increases. Today, over six years after that start date, actual construction has yet to begin, and the school now has a target completion date of September 19, 2023. Should Pasadena Lakes remain on its current schedule, it will have taken over 9 years to complete. Simply put, on this trajectory, a third grader at Pasadena Lakes at the time this project was funded will be in college by the time it is completed. The current budget is over \$2 million above the original estimate.

Other “Critical Priority One Projects” fared slightly better than Broadview and Pasadena Lakes. For example:

- SMART program renovations at Lauderdale Manors Elementary began on April 22, 2016 and the project is in the “bid and award” phase. The current projected schedule has this project being completed in just over 102 months, or 8.5 years. The current project budget is \$4 million over the original estimate.
- SMART program renovations at Maplewood Elementary began on December 8, 2015 and the project is currently in the “construction” phase. The current projected schedule has it being completed in just over 91 months, or 7.5 years. The current project budget is \$1.7 million over the original estimate.
- SMART program renovations at Margate Elementary School began September 28, 2015 and the project is currently in the “construction” phase. The current projected schedule has it being completed in just over 84 months, or 7 years. The current budget is \$351,247.00 *under* the original estimate.



- The SMART program renovations at Pompano Beach Middle began March 16, 2016 and the project is currently in the “construction” phase. The current projected schedule has it being completed in just over 81 months, or 6.75 years. The current budget is \$7 million over the original estimate.
- Finally, the “star” of the “Critical Priority One Projects” is Cypress Elementary School. SMART program renovations at began October 19, 2015 and the project is currently in the “closeout” phase. The current projected schedule has it being completed in just over 65 months, or nearly 5.5 years. The current budget is \$1.4 million over the original estimate.

As we examined this very small representative sample of “Critical Priority One” needs, it became clear that they were a microcosm of both the delays and cost overruns plaguing the entire program, but to hear District Officials and Board Members tell it, these increases and delays were entirely unforeseeable and unavoidable—just a byproduct of doing any construction project of this magnitude, or the results of the actions of a few unfortunate hires who have since moved on after being sent out as sacrifices to the ever-rapacious deity of “accountability”. Again, we disagree. While we readily acknowledge that it would be unreasonable to expect any large-scale construction project to be completed without additional cost or delay, we believe a great many of the District’s “unknowable” costs were entirely knowable, and many of the District’s “unavoidable” delays were entirely avoidable.

Furthermore, it is clear to us that at least a few of these officials knew in 2014 that there would be—at the very least—significant cost overruns from what had been projected. To the extent District Officials knew their projections were deflated and represented them as accurate, their statements constitute misrepresentations of material facts (the cost of the bond projects) in order

to secure a benefit (a positive vote), or as it is better known: Fraud. As we will explain below, a mysterious case of selective amnesia has set in among many BCPS officials as to exactly how the numbers that the District repeated to voters over and over in 2014 were actually derived.

Nevertheless, whether BCPS officials knew back in 2014 that their numbers were inaccurate, the result today is the same: The Board and the District have mismanaged the SMART Program. These problems go well-beyond “politics as usual”, and we do not believe any of the palliative steps taken or even contemplated by the District in the last few years will abate them. This report will focus in on a few of what we believe to be the most significant and/or most illustrative examples in terms of understanding these problems and accurately assessing blame, but we do not believe there is a systemic solution or a process that will resolve them. BCPS and the Board have been investigated by three prior Grand Juries, all of whom wrote scathing reports, and all of whom recommended modifications to this rule or that rule and the institution of this process or that process.

Conversely, this Grand Jury has reached the conclusion that while it certainly could recommend some additional processes, checks & balances or regulations, it would likely be futile. This is because the fault ultimately lies with the *people* charged with leading this enormous bureaucracy and the *people* elected to hold those bureaucrats to account. The District has accumulated process on top of process over the years, to the point where almost every administrative action is positively leaded with red tape, reporting requirements and other administrative ephemera, but those processes have not changed the fundamental dynamic, which is this: The District’s leadership has failed on multiple levels involving the SMART Program. They failed to properly plan for it in 2014. They have failed in the years since to provide the level of leadership necessary to deal with the problems and conflicts that have arisen. District officials have

repeatedly misinformed both the Board and the public on issues related to the administration of the SMART Program, but the Board corporate has chosen to minimize or ignore these failures, thereby neglecting their duty as elected officials to hold their employees to account.

The resultant paralysis has created a knock-on effect, costing the taxpayers of Broward County millions of extra dollars as projects fall literal years behind schedule and students continue to be educated in decrepit, moldy, unsafe buildings; all while Board members heckle the Superintendent in his yearly evaluations with vague jargon about how “[t]he external communication on the SMART Program does not adequately tell the story of the progress that has been made and is being made, in a balanced way[,]” but continue to rate him as “Effective” or “Highly Effective” year after year.

Frankly, enough is enough.

#### FAILURE TO PLAN

To understand the roots of the deficiencies which led to the District’s decision to seek what would ultimately become the SMART Program, we have to begin in late-2007, when the entire world was plunged into an unprecedented financial crisis known colloquially as the “Great Recession”. This crisis affected state-level budgets around the nation, and Florida—a state with no income tax that relies primarily on property taxes to fill its yearly coffers—was peculiarly susceptible to the budgetary impact of property devaluations brought upon by the crisis’s attendant rash of foreclosures. School Districts around the state were doubly impacted because their local taxes were also tied to property values, and because the State of Florida passed additional laws reducing its own local contribution and limiting the local millage school districts could tax on a yearly basis. All of this resulted in serious financial shortfalls for local school districts. Around the

state, capital budgets had to be reduced, employees had to be let go and maintenance plans had to be readjusted to accommodate the reduced yearly revenue available for schools.

Local school districts sought to address this budgetary shortfall in different ways. Miami-Dade County School District asked its voters in 2012 to pass the 21st Century Schools Bond, a \$1.2 billion general obligation bond that was earmarked to renovate facilities, update technology, expand student capacity and upgrade school safety. After struggling to meet its existing maintenance deficiencies for years after the Great Recession ended, Palm Beach County School District asked voters in 2016 for a ten-year increase in its local sales tax in order to fund much-needed remodeling projects, vehicle purchases and technology upgrades.

For a significant portion of the Great Recession, BCPS was under investigation by our predecessor, the Nineteenth Statewide Grand Jury, which issued its Final Report in February of 2011. That report excoriated both the District and the Board for “malfeasance, misfeasance and nonfeasance” after examining, *inter alia*, evidence of corrupt relationships between public officials and contractors and chicanery involving the issuance of Temporary Certificates of Occupancy by the District’s Building Department. Although the Nineteenth Grand Jury’s Final Report was not accompanied by indictments, its release caused an intense wave of scrutiny that ultimately saw the retirement of then-Superintendent Jim Notter. The Board installed Robert Runcie as the new Superintendent of BCPS and he has been the Chief Executive Officer at the District ever since.

The financial strain associated with the recession would eventually ease, but Broward, like its sister districts in Palm Beach and Miami-Dade Counties, had by 2013 accumulated a years-long backlog of maintenance deficiencies it could not afford to undertake with existing revenue. To address these deficiencies, Broward chose the same route Miami-Dade chose in 2012: It would

ask the voters of Broward County to pass a general obligation bond that would provide the district with cash to fund much-needed renovations, technology upgrades and a host of other projects.

In order to adequately plan for this bond, the District would have to conduct a “Needs Assessment”, which is made up of two major components: Facilities Condition Assessments (FCAs), which are designed to assess the type of renovation work required; and Educational Adequacy Assessments (EAAs), which are based on the educational needs of individual schools. FCAs consist primarily of individual reviews of various facility components, such as roofs and mechanical systems, and they require reviewers to complete forms that assess the severity of found deficiencies. EAAs, on the other hand, are completed by interviewing school-side personnel, such as principals, who would be in a position to know the educational needs of their individual schools. EAAs may encompass renovations if the described need is for something like a larger cafeteria, but they may also encompass other needs, like new musical instruments or athletic equipment. The FCA and EAA information is then entered into proprietary software that utilizes industry standards *and client input* for costs, and these figures are combined into a total cost for the identified needs.

As many construction industry professionals pointed out in their testimony, it is hard to overstate the significance of having an accurate and thorough Needs Assessment because it becomes the basis for the entire project’s budget and timeline. To that end, there exist a number of private, professional corporations that are available to conduct Needs Assessments for large-scale projects on the level of what was contemplated by BCPS. One such organization, Jacobs Project Management Company, responded to the District’s request for bids, and, at the request of BCPS officials, included a number of “options” regarding the participation of Jacobs employees in the Needs Assessment process. Essentially, Jacobs presented the District with three possible “levels” or “tiers” of involvement:

1. Jacobs employees would conduct the FCAs, crunch the numbers and author the complete the Needs Assessment. This was the most expensive option at \$3,269,783.
2. District employees would conduct the FCAs with Jacobs employees on site, serving as team leaders, then Jacobs would crunch the numbers and author the Needs Assessment. At \$1,969,783, this was the “middle of the road” in terms of costs.
3. District employees would be solely responsible for the FCAs, utilizing forms provided by Jacobs and submit their results to Jacobs employees, who would crunch the numbers and author the Needs Assessment. This was the cheapest option at \$1,269,783.

In every scenario, Jacobs employees conducted the EAAs. The major difference in the costs of these three options is attributable to whether Jacobs employees would have to be retained to physically inspect the facilities and complete the FCAs. Ultimately, in a decision that would prove to be the very definition of “penny wise and pound foolish”, the Board chose “Option 3” even though the District had neither the staff, the equipment, nor the institutional expertise to undertake this series of inspections.

It should have been no surprise that taking the cheap way out on the Needs Assessment would cause significant problems later on. At a Board workshop on January 14, 2014, several Board members including Donna Korn—who herself has substantial commercial real estate experience in the private sector—raised a number of prescient concerns about the availability and expertise of the BCPS staff who would be conducting these inspections and the issue of whether deputizing these District employees to do physical inspections would allow Jacobs to disclaim liability for any errors in the final Needs Assessment. The Board was assured by District leadership that its staff “ha[d] the actual expertise in order to handle that portion of it . . .” and by District Chief of Staff Jeff Moquin, who stated:

when we talk about leveraging in-house resources and their expertise, we're talking about mechanical systems, roofing systems. So our staff knows what systems, and what conditions those systems are in. We're not talking about our in-house staff prioritizing any of that work. Jacobs is going to be developing all the assessment tools, all the templates, all the methodologies for which that building condition assessment is going to happen. It's just going to be our labor basically boots on the ground going from school to school to school and saying okay it needs to be x and it's y, all that information is then going to be compiled back into the map system that Mike spoke of and it's going to be that process which then prioritizes and evaluates what direction we're going to go.

In response to its second concern regarding accountability, the Board was assured by none other than Superintendent Robert Runcie that Jacobs would indeed be “responsible” for faults in the Needs Assessment.

We watched the pertinent portions of the January 14, 2014 Board workshop with Superintendent Runcie, who was quick to point out in his testimony that the cheaper options were presented at that meeting in response to a request from the Board’s request for less expensive options at a previous meeting. While Superintendent Runcie blames the Board—as do we—for the decision to eschew the use of qualified personnel from Jacobs in an effort to save money, we are compelled to point out that the \$1.2 million option was the District’s recommendation as well. In a presentation apparently created specifically for this Grand Jury,<sup>6</sup> Chief of Staff Moquin referred to the \$1.2 million option as the “Scope as Recommended.” In retrospect, however, Superintendent Runcie himself agreed during his testimony that the \$1.2 million option recommended by the District and chosen by the Board was not the right choice.

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<sup>6</sup> Upon receipt of his subpoena to appear before us, Chief of Staff Moquin provided a lengthy PowerPoint presentation that he personally prepared, which included a timeline of the SMART Program and addressed many of the issues discussed in this Report. The presentation was clearly aimed at disputing negative publicity the SMART Program has received. In fact, we received testimony that another copy of this presentation exists, one that was not provided to this Grand Jury, that actually includes media coverage -headlines and tweets- that the District perceived as “negative coverage” and sought to dispute.

We also asked Superintendent Runcie about his assertion that Jacobs would be “responsible” for the Needs Assessment. It is clear to us that the question about “responsibility”, which was asked by a Board member in the context of the mixed staffing recommendation, was about legal liability. Even though Superintendent Runcie acknowledged that he understood the Board member’s question to be about “accountability”, he would not agree that he misstated that detail to the Board. In fact, when it became clear a couple of years later that there were serious problems with the Needs Assessment, the Board’s other employee, General Counsel Barbara Myrick, advised the Board that the District’s use of its own employees to conduct FCAs effectively indemnified Jacobs for any discovered faults in the Needs Assessment. Superintendent Runcie, even agreeing that he was aware of Ms. Myrick’s legal guidance to the Board, even acknowledging that he understood the question to refer to “accountability”, refused to concede that telling the Board that Jacobs would be responsible was a misstatement. We disagree.

In February of 2014, the Needs Assessment project began moving forward and teams of District employees began inspecting its facilities. By July of 2014, the entire project had been completed. Like the rest of the pre-bond process, the Needs Assessment appears to have been rushed, a fact that Superintendent Runcie conceded during his testimony. Indeed, multiple witnesses have testified that certain BCPS officials and Board members were eager to have the SMART Program referendum appear on the ballot in the November, 2014 election cycle, meaning that any Needs Assessment started in February would only have only a few months to be completed before the all-out campaign for the referendum began. This campaign would include items as diverse as SMART branding guidelines, SMART palm cards, SMART weekly fact sheets, SMART customizable templates, SMART video messages, SMART talking points, SMART FAQs, SMART voice message maps, the SMART website, a SMART community calendar,



SMART outreach for District employees and a large number of other ephemera and initiatives; all part of a concerted, full-blown blanket media approach to convince the community to “buy in” and become partners in this initiative. According to Superintendent Runcie, missing the 2014 election cycle window would have caused BCPS to either have to pay for a special election in 2015 or wait until 2016 for the next election cycle, and multiple BCPS officials testified that the District simply couldn’t wait any longer, because “our facilities were crumbling and we needed to make these repairs”. This is an ironic way to defend the District’s rushed Needs Assessment in light of its subsequent performance executing the SMART Program projects.

The District’s rush to complete the Needs Assessment—like its decision to use less-qualified and previously-tasked District employees to evaluate its facilities—had a pronounced negative impact on the overall Needs Assessment. It would be an understatement to say that things were missed. For example, BCPS employees who conducted the District’s FCAs did not employ any kind of “destructive testing” on the District’s roofs—one of the most important and expensive items in this series of large, complex renovation projects. As a result, very little was known about the actual condition of these roofs beyond how they appeared from the outside. The District-appointed supervisor of the ad-hoc, three-person BCPS roof inspection team for the Needs Assessment testified that she herself jettisoned the comprehensive, multipage evaluation forms provided by Jacobs in favor of a less inclusive, single-page form of her own making. She went on to add that the self-authored forms were more consistent with her specific instructions to perform solely visual inspections. She claimed that her team lacked the technical ability and capacity to do any type of comprehensive testing anyway. When pressed, she could not remember who asked her to make those changes, but we believe she decided to reduce the information collected to a single form because completing those comprehensive, multipage Jacobs forms would have required

equipment and skills well beyond those of her team. The District never pressed on this issue because those same forms would have revealed the inadequacy of District staff to perform the Needs Assessment.

As a result, it appears that District employees were discharging their Needs Assessment-related inspection duties by merely walking on BCPS roofs and checking one of three boxes on the evaluation form labeled “good condition”, “repair” or “re-roof” without any regard for whether “re-roof” meant something as simple as merely replacing and resealing the top layer or ripping off all of the elements of the roof down to the metal “deck” and building it back up again with new materials. These two propositions have such vastly different costs and time constraints that the language of “re-roof” does not begin to accurately describe what needs be done with them. While it is clear to us that roofing is likely a dominant driver of increased costs associated with SMART Program construction and renovation projects, it is just one example of how the Board and the District’s choice to rely on their own staff and their willingness to allow political considerations to dictate the bond’s timeline resulted in a completely flawed plan that is still causing the District more than its share of heartache over seven years later.

Once the Needs Assessment was completed, the District took the information and prioritized the needs by ranking prospective renovation projects from highest to lowest priority: Life Safety Systems, Building Envelope, HVAC, Electrical, Plumbing, Interior Finishes, then Site. Within those categories, particular types of items were prioritized. For example, in Life Safety Systems, fire alarms were rated #1, single points of entry were rated #2 and intrusion alarms were rated #3. While this does not appear unreasonable on its face, it is flawed due to its lack of strategic planning. For example, the replacement of rooftop HVAC units, which needs to occur every few years, does not appear to have been coordinated with roof renovation and replacement plans. This

is important because replacement of the HVAC units will almost always require some degree of intrusion into the upper layers of the roof in order to remove old units and install new ones, so it makes sense to coordinate these items. Indeed, industry professionals regard the timing of these elements as part of their ordinary and usual considerations in projects of this magnitude. While roofs were rated #1 in the “Building Envelope” category, HVACs were a completely separate category of renovation, meaning the two projects—one which involved installing a new roof, and another which involved intruding on that very same roof to install a piece of heavy HVAC equipment—would not always be coordinated as a matter of course.

The lack of strategic planning is an oft-identified and never-solved problem for the District. In 2019, at the request of Superintendent Runcie, the Council of the Great City Schools reviewed the District’s PPO Department<sup>7</sup> and noted that the District had failed to account for the timing of roof and HVAC replacement, a problem which was compounded by later delays in these projects because HVAC units that might have been acceptable if the projects had been timely completed were wearing out before projects were even started, creating a whole new set of deficiencies which should have been accounted for as the District moved forward with renovations. Even after the Council of the Great City Schools identified this issue in 2019, it is still a problem today. During its State of the Bond presentation in December of 2020, incoming PMOR AECOM identified the lack of coordination between HVAC work and roofing as an issue, attributing costs in the hundreds of thousands, if not millions, to fix. And what did the Board do when presented with this years-old problem that had been previously brought to its attention? Nothing.

Flawed as it was, the Needs Assessment did generate a long list of “deficiencies” from campuses all over Broward County, which were separated by the District into “bond” and “non-

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<sup>7</sup> PPO, more commonly known as “Maintenance”, is traditionally part of the District’s Facilities Department.

bond” projects. From there, it would then have been incumbent on the District to generate costs for those projects, add those costs up and come up with an overall “ask” in terms of the ultimate size of the bond. On the surface, this is exactly what happened: The District came up with a long list of projects at each of its campuses and a total price tag of \$800 million. But upon closer examination, there appear to have been some serious miscalculations—if not outright fraud—in the numbers the District presented leading up to the 2014 referendum. While some of the cost projections were fairly accurate, the cost of roof repairs and maintenance on hundreds of school buildings in the Broward School District were estimated to be between \$6 and \$8 per square foot.

It is difficult for us to overstate the ridiculousness of this amount. Literally every single witness that has testified, from industry professionals to BCPS employees to maintenance staff to general contractors to the roofers themselves have all asserted that this price is absurdly low and would have been absurdly low even by 2014 standards. Even the most generous evaluators have posited that it would have been impossible at that price to do anything beyond the most basic roof repairs. It certainly would not have been possible to do the “re-roofing” contemplated in the Needs Assessment, and at that price point, no reasonable general contractor, architect or engineer would have reasonably thought that would be expected. According to officials in the Building Department, this figure of \$6 to \$8 per square foot was not even anywhere near the roughly \$12 per square foot that BCPS itself paid to renovate its roofs back in 2007.

Incredibly, even after interviewing all the major players from the District involved in the Needs Assessment— up to and including Superintendent Runcie and every sitting member of the Board—this Grand Jury has not found one District employee or Board member that can definitively answer one simple question: Who came up with this figure? Based on the evidence, we believe then-Chief Facilities Officer Derek Messier set the price of roofing at \$6 to \$8 per

square foot in order to reach the target number of \$800 million that the District's research reflected the voters of Broward County would be willing to entertain, and we believe he did this with either the tacit or active blessing of high-level District officials up to and including Superintendent Runcie. Messier, for his part, specifically denied manipulating these roofing costs in a 2021 interview with grand jury investigators, and Superintendent Runcie claimed to be completely unaware of who set the Needs Assessment roofing price during his own testimony. We do not believe what Messier told our investigators, and we do not believe Superintendent Runcie's self-proclaimed ignorance on this matter.

In addition to interviewing Derek Messier, our investigators interviewed former Jacobs employees that oversaw the Jacobs portion of the Needs Assessment, and obtained e-mail correspondence between Jacobs employees and the District. Based on these emails, we know that the District has been aware that the roofing prices were fatally flawed since 2016, and that the price per square foot was set by Derek Messier. What is unclear to us is how Superintendent Runcie and the Board can claim they are not aware of this fact in 2021. These emails included a long-time Director<sup>8</sup> in the District's Facilities Department, who also claimed in sworn testimony before this Grand Jury to have no idea who set the roofing price. Regardless, the Board has never directed the Superintendent to get to the bottom of this issue and provide satisfactory answers.

Instead, for years, Superintendent Runcie, District officials and Board members have claimed the reason the roofing price in the Needs Assessment is so much lower than what the District is actually spending is because the District thought the renovations would entail roof repairs, not re-roofing. Superintendent Runcie has represented to us and to the public that these escalating roofing costs are just another unavoidable aspect of large construction projects. The

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<sup>8</sup> Directors run departments and report to chiefs, like the chief facilities officer, who make up the Superintendent's cabinet and report directly to him.

problem with his assertion is that a simple review of the District’s own FCA documents show that the District inspection teams identified that re-roofing would be required at the outset. In fact, more than 99 percent of the roofs identified for renovation work called specifically for “re-roofing”, and less than 1% were identified for “repairs”.<sup>9</sup> This multiplies out to 122,919 square feet of roof that needed repairs and 18,941,639 square feet of roof that needed to be re-roofed. We have considered and dismissed the possibility that over six years, deterioration of the 35.05% of the roofs assessed to be in good condition has contributed to overall cost increase for roofing. We have reviewed the District’s February 2020 presentation on roofing, where the District represented that it had over 17 million square feet of roofing work—somehow less than the 18,941,639 square feet of re-roofing identified in 2014. No matter how you slice it, “repairs” were never part of the equation, and this deceitful misrepresentation is only made possible by the Board’s failure to hold Superintendent Runcie accountable.

In summary, after seeing all the evidence and hearing all the testimony from these witnesses, we believe this is what happened: The District rushed through its Needs Assessment to get a list of projects it could pitch to voters ahead of the 2014 election cycle. In order to bolster public support and bring voters to the polls, the District wanted that “scope of work” to include a high volume of projects from a lot of different schools, so BCPS officials massaged the costs in the Needs Assessment—specifically the costs associated with roofing—until it could fit this large group of projects into the \$800 million figure it had earmarked for the SMART Program. It is from this sequence of events that we conclude the “scope of work” the District has promised is not \$800 million in projects, and it was never going to be \$800 million in projects. It was always going to

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<sup>9</sup> We were presented testimony that showed that when the Needs Assessment was conducted in 2014 and every roof of every school was visually inspected by District employees, 35.05% were found to be in good condition, 0.42% needed repairs, and 64.53% needed to be re-roofed. When the roofs in good condition are removed from the equation, 99.36% need to be re-roofed and 0.64% need to be repaired.

cost more than \$800 million to get the “scope of work” done. Those promoting the bond who said that work could be done for that price were not telling voters the truth. As to what was actually going on in their minds, we can derive only two possibilities:

1. District officials and Board members honestly *did not know* that it would cost substantially more than \$800 million to do all these projects, despite of all the evidence at their disposal to the contrary, meaning they were careless and/or incompetent.
2. District officials and Board members *did know* the true cost of these projects would be well over \$800 million, but they told the public that the Scope of Work would cost \$800 million anyway in order to secure their votes, which amounts to fraud.

In all likelihood, there were probably some people involved who fit into the former category and some who fit into the latter, but whether our surmise about how the District arrived at these numbers is correct or not, and no matter how much the people promoting the bond knew in 2014 about the true cost of these projects, the result is the same: The District has committed itself to a scope of work that is far in excess of the funds it has available. When confronted with this unavoidable reality, District Chief of Staff Jeff Moquin summed the situation up succinctly by saying “[i]t is what it is.”

#### FAILURE TO LEAD

Although the problems with the original Needs Assessment are an important component of the serious cost and time overruns now facing the District with respect to its SMART Program projects, these initial hindrances—which may have been substantially ameliorated with the right direction and guidance—have instead been exacerbated by a lack of steady and effective leadership from top-level District officials or the Board.

#### The Hiring and Retention of a Qualified Project Manager

From the outset, it is important to provide at least a snapshot of the hierarchy of the very top of BCPS. The Superintendent, as CEO, has a number of cabinet-level positions, and those positions in turn manage a number of departments, whose heads report to the “chiefs”. Sometimes, Superintendent Runcie has a “Chief Facilities Officer” (CFO), who leads the Facilities Department, which oversees construction, maintenance, physical plant operations and any number of other separate departments that together constitute the life cycle of the thousands of buildings in the Broward School District from the time they are built until the time they are torn down. Needless to say, these departments are of critical importance to the construction projects in the SMART Program, many of which constitute a combination of deferred maintenance and renovation which will need input and cooperation from the various facilities departments.

In addition, any large bond project of the kind undertaken by the District requires the participation of an army of general contractors, who in turn employ an even larger army of subcontractors. Management of these armies can be done in-house—as it is by the school districts in Miami-Dade and Palm Beach Counties—or it can be managed by a large private contractor called a Program Manager/Owner’s Representative (PMOR). Unlike the school districts in Miami-Dade and Palm Beach Counties, BCPS had good reasons to bring on an external PMOR as opposed to going in-house. First, it had been roughly thirty years since the District had done a bond referendum, so it lacked the expertise or personnel in facilities to efficiently manage a project of this size without outside help. Second, the Final Report of the Nineteenth Statewide Grand Jury was critical of many of the District’s processes related to its facilities, so it is understandable that the District would want to bring in an outside firm to make sure it was managing SMART Program projects appropriately. Obviously, in a time-sensitive project of this kind, it would behoove the District to get the PMOR in place as soon as possible. After all, contractors for projects cannot be



brought in until the PMOR is set in place so it can oversee their progress. Therefore, any delay in bringing on a PMOR has a multiplicative effect, delaying everything that comes after.

On a surface level, it does initially appear that the District timely began searching for a PMOR. On November 7, 2014, just days after the passage of the bond, the District requested bids from private contractors for the PMOR position. Jacobs—who conducted the Needs Assessment we addressed above—was an early frontrunner, but the entire bid process had to be scrapped after a senior District employee accused Jacobs of violating the “cone of silence” required between government employees and bidders for government work by discussing the Jacobs’s bid in a phone call with an official from the company. The process of securing a PMOR was begun again without the participation of Jacobs, and this delayed the ultimate hiring of Heery International as PMOR until August 18, 2015. As we mentioned above, this meant that none of the other projects were able to be undertaken by designers and architects until after Heery was hired, which was almost a year after voters approved the Bond, and months after the “summer of 2015”, when Superintendent Runcie had promised that “actual physical work” on SMART Bond projects would begin.

The District’s position is that the “cone of silence” violation was an unforeseeable complication that could not have been avoided, and that once it became aware of this issue, it took all the necessary, time-consuming steps to redress it. We understand why that was required, but what we do not understand is why the District and Board would not open up the bidding process for a PMOR before the Bond was approved. Both District officials and Board members testified that it would not have been prudent to secure the participation of a PMOR before the vote was in on the SMART Program referendum because they didn’t have the money to actually pay the PMOR without the bond funds. In fact, not one District official or Board member testified that they even considered or discussed—let alone workshopped—the possibility of starting the

procurement process before the referendum passed. Yet still, they consistently testified it would have been a bad idea. Board member Donna Korn testified that it would not have been “a responsible thing to do, to actually ask other companies to make an investment before it’s something that we necessarily were going to act on[,]” while Board member Patricia Good conceded the District and Board “could have” taken steps to procure a PMOR before the referendum passed, but that “the optic would have been negative.” This Grand Jury, however, heard testimony that it was common industry practice for contractors to bid on potential projects (those simply awaiting some form of approval to go forward) knowing that the work in question is contingent upon third-party approval and receipt of funds. These contractors understand that if these preconditions somehow do not materialize, the contingent bid would be nugatory. By the District’s own admission, the SMART Program was filled with critical, time-sensitive projects, many of which would need to be undertaken even if the bond had not passed. We can see no reason why the PMOR could not be hired contingent on the outcome of the public vote on the SMART Program.

This approach certainly would have enabled the District to hit the ground running, and even if a “cone of silence” violation had occurred, it would have reduced its time impact significantly. Granted, the District’s failure to bring on a PMOR before the bond was passed is certainly not as egregious as the errors that we have highlighted both above and below in this section of our Final Report, but we think it is important to bring it up because it is yet another example of how the District rushed its process leading up to the bond. Superintendent Runcie very clearly and specifically promised construction would start in the summer of 2015, but when that summer came, the District did not even have designs ready because it was stuck waiting on the hiring process for a PMOR. This initial delay led to numerous knock-on delays as the design community was flooded

with work once the PMOR finally came on line, and was one of the early reasons that SMART Program projects began to stray from their initial timelines. Today, Superintendent Runcie says that his statement that construction would start in the summer of 2015 was “ambitious”. This is a very charitable way to put it; we can think of some less charitable ways. Setting euphemisms aside, however, starting construction in the summer of 2015 was what the District and Board needed to accomplish if they were serious about fulfilling their covenant to Broward County taxpayers to start all of the SMART Bond projects in five years and complete them all in seven.

It appears to us that all of the District’s and Board’s efforts went into the “get the vote done” side and very little attention was paid to the “do the work” side. Remarkably, no one at the BCSD appears to even acknowledge there was an opportunity to avoid part or all of this delay, seeing the “cone of silence” violation as something unavoidable and unforeseen, and maintaining the District did not have the money to even allow potential PMORs to submit bids before the SMART Program was passed. We do not find these arguments persuasive, and with hindsight, the District’s failure to take these steps certainly wasted more time and money than any upfront spending on a PMOR would have.

#### The Chief Facilities Officer Position

Another persistent personnel problem for the District has been at the actual Chief Facilities Officer (CFO) position, where the District has for the past seven years seen nothing but ineffectual leadership and turnover. This position is important because the CFO is in charge of coordinating the responses of a large number of sub-departments in the larger Facilities Department, all of whom will be important to the success of the overall bond project. The District brought on Derek Messier in 2014, a few months before the SMART Bond was passed. Messier resigned from BCPS and returned to his home state of Illinois in September of 2015. Next up for this position was Leo

Bobadilla, whose application was the result of a national search for a new CFO. On paper, Bobadilla was a qualified candidate who had substantial experience in educational facilities and was the Chief Operating Officer for the Houston Independent School District (HISD) at the time he applied to be the Chief Facilities Officer for the District. As Chief Operating Officer for HISD, Bobadilla was overseeing a large-scale, bond-financed renovation project similar to what BCPS was trying to do with its SMART Program.

On October 20, 2015, the District brought Bobadilla to the Board as its choice for the new CFO position. At a public meeting, Board Members Robin Bartleman and Nora Rupert raised concerns about local Houston news reports detailing the results of a recent audit of HISD's bond program, which had the potential to raise concerns about Bobadilla's performance in that area. Board members Bartleman and Rupert requested the Board's vote to approve Bobadilla's hire be pushed back so this audit could be investigated. Thereupon came the following exchange:

**MR. RUNCIE:** Yes, Ms. Bartleman. I've probably done *more due diligence* on this position than probably anyone I brought in front of the board.

So, first of all, the fact is *there's actually not an audit* of the facilities situation in Houston. I'll talk about that in a minute. So I've had discussions with a board member who was also the board chair, who had—when the bond was initiated. I've also spoken to another board member. I've spoken to the superintendent and, actually, industry references as well.

So again, I held discussions with Mike Lunsford, a board member, HISD, who's also board chair when the \$1.8 billion bond was passed, which was actually prior to Mr. Leo Bobadilla's engagement with the program.

I also discussed this candidate with Superintendent Terry Grier as a reference check and also discussed the status of their capital program.

The fact of what is going on here is there's been a significant change in the local economy of Houston, driven by an unprecedented construction boom, which has created about a 30 percent price increase in construction costs, as they have arisen— they have risen from the original estimate of about \$160 per square foot to over \$220 per square foot today.

So construction companies are making decisions to pursue different project opportunities other than Houston Independent School District where their profit margins are higher, and many contractors are also reaching their bonding capacity with the work they're doing with outside—with projects outside of the district. Therefore, they are not seeing the number of competitive bids that they anticipated, again because of the market conditions.

In fact, the situation in the area has become difficult for many districts. One local district in the Houston area, Cypress Fairbanks, has even decided not to move forward with construction projects until market conditions improve.

So, consequently, a debate or a conflict has emerged between an internal auditor, an individual, and a committee on how to cover the substantial increase in cost, which, again, was originally based on a CM@Risk delivery method and how to deal with that and a reduced vendor pool. *There is no formal audit report.* A board member recently suggested hiring a third-party audit firm to resolve that noted conflict.

Again, you know, we did background checks. We checked references, spoke to board members. Every reference we had was glowing. This individual interviewed with a committee at the district, was the highest-rated candidate, clarified with all parties that there are no external issues.

This candidate has been recognized in the industry, has won the Distinguished Service Award from the Council of Great City Schools last year for his role as a chief facilities and operations officer. He's been part of the team that recently won the Broad Prize for the district. He's also been recognized for leadership awards from leadership Houston. He's worked in a number of districts, Guilford County schools, where he was a chief operating officer and managed similar responsibilities, as well as in Orange County, where he was a facilities director directing major construction of projects under then Superintendent Blocker. Did a lot of additions, replacement, new school construction. Again, no concerns there. All references have checked out well.

So I am extremely highly confident that we are fortunate to be in a position to be able to bring an individual with these qualification and background to this district to move our capital program forward.

**MS. BARTLEMAN:** So the school board member that is hiring the third party to review the audit, when is that happening?

**MR. RUNCIE:** They're not hiring. They've just made a statement at a board meeting that was captured by the local media.

**MS. BARTLEMAN:** So who commissioned the audit that was in the media that was in all the articles in Houston? Who—who performed that audit? Because some—when you read the papers—

**MR. RUNCIE:** So I—

**MS. BARTLEMAN:** —in Houston, it's—it's different. And I know that the papers aren't always accurate.

**MR. RUNCIE:** So, again, I've spoken to the folks in the Houston district, *there is no audit* of the facilities.

(Emphasis added). Later in the same meeting, Board member Rosalind Osgood stated, “as a Board, we have a responsibility of holding Mr. Runcie accountable. I don't want to get into dictating a person that is hired and if it doesn't work, then, because I dictated it, then I don't have anybody to hold accountable.”

Based on Superintendent Runcie's representations, the rest of the Board ignored Bartleman and Rupert's concerns and voted to hire Bobadilla on that day. As it turned out, however, the audit Superintendent Runcie had so specifically and vehemently claimed did not exist was released the next day, October 21, 2015, and it did indeed detail a number of problems with the execution of HISD'S bond program, including concerns involving ineffective processes for retaining contractors, cost creep arising from excessive design work, inadequate cost controls and concerns regarding the effectiveness of bond program monitoring. All of these items certainly would have been germane to the Board's deliberation over hiring Bobadilla as CFO of BCPS, and many of these very same issues would later arise during Bobadilla's administration of the SMART Program. By the time the audit was released, however, Bobadilla had already been hired. Superintendent Runcie, who had so vehemently denied the existence of this audit, never came back before the board to correct the record on its existence and nobody mentioned it publicly again.

Bobadilla worked for the District as CFO from December of 2015 until the December of 2018. Over this three-year period, quarterly reports by TaxWatch, an outside nonprofit specifically hired by BCPS to keep an eye on the status of SMART Program projects, paint an increasingly alarming picture of gradual failure as many projects became mired in the design process, unable to even begin construction for want of acceptable plans. Through this period, what the District really needed from its CFO was a dynamic leader who could tunnel deep into the bureaucracy, identify problems and get the projects moving forward. What the District got from its CFO was—not that. By accounts of both Board members and other BCPS officials, Bobadilla was a disconnected leader who was either reluctant or uninterested in asserting himself into the slow motion trainwreck occurring largely in his own department. According to witnesses, Bobadilla rarely spoke up at meetings and was content to let representatives from then-PMOR Heery International address queries from an increasingly-alarmed Bond Oversight Committee as projects slipped further and further away from any semblance of a timeline.

All of this came to a head in 2017, as the timelines for the first spate of “year one” SMART Projects began to balloon with many of those projects still stuck in the design phase. The District finally had to admit that its projections were not going to happen. This was the first “stress point” where the costs of SMART Program projects really began to inflate on paper, with the District informing the Bond Oversight Committee (and therefore the public) that its initial cost estimates were being revised up by 25% (just for reference, 25% of \$987 million is roughly \$247 million).

The District revised its timeline and its costs, but when delays continued to worsen afterward, Superintendent Runcie began receiving complaints about Bobadilla. Multiple witnesses testified that they personally complained or expressed concerns about Bobadilla’s performance managing the SMART Program. In an act of actual management, Superintendent Runcie directed

change at the top of the SMART Program, asserting himself with the PMOR by ordering Heery to replace its SMART Program leadership. On the District side, Superintendent Runcie elevated one of his Facilities directors to an executive director position, a position that Bobadilla himself had lobbied the Superintendent to fill. Unfortunately for Bobadilla, Superintendent Runcie was not checking off an item on Bobadilla's wish list. Instead, Superintendent Runcie put the executive director in charge of the SMART Program, leaving Bobadilla to manage only non-bond related facilities matters. Numerous witnesses, including District employees and others, testified that the elevation of this additional employee to executive director was to take leadership of the SMART Program away from Mr. Bobadilla, *not* supplement his leadership. Superintendent Runcie went further in his testimony and told this Grand Jury that he was transitioning Mr. Bobadilla out of the District, and that he gave Mr. Bobadilla a timeline to resign from BCPS.<sup>10</sup> The Executive Director position was filled in September of 2018 and Bobadilla resigned just a few months later.

Nobody involved in the SMART Program that we examined, Board members included, believes the Program was successful during Bobadilla's tenure, including Bobadilla. Superintendent Runcie testified that he would grade Bobadilla's performance as a "B minus, C plus". Yet, when Miami-Dade College for a recommendation, this is what he told them:<sup>11</sup>

Mr. Runcie was highly supportive of Mr. Bobadilla's application to Vice Provost for Facilities at MDC. He described him as an individual of high integrity. He noted that Mr. Bobadilla is very thoughtful in all his decision-making processes, and describes him as the most "steady" member of his cabinet. He indicated that in his tenure he has been highly effective in moving forward a major capital improvement plan in the district, and has launched over 1500 projects, which are now moving into the construction phase. He currently oversees over 36M square feet of facilities, as well as supervising a number of employees and departments, including a fire chief. He noted that one of Mr. Bobadilla's early wins was changing the tone and tenor of the District's relationship with the construction marketplace in the

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<sup>10</sup> Mr. Bobadilla disputes this assertion, instead testifying that he left of his own volition because he felt underappreciated.

<sup>11</sup> Runcie acknowledged to this Grand Jury that these notes, which reflected a verbal reference he provided by phone, accurately reflect his statements to Miami-Dade College regarding Bobadilla.



community. He noted that Mr. Bobadilla has a number of additional skills, such as being a licensed attorney, that have brought immense benefit to the District.

Regarding recent press regarding an executive director who is being brought in to lead the bond project, Mr. Runcie noted that while the press seems to imply that Mr. Bobadilla was not as effective as he should be, the executive director position was one that, in fact, was on the books but was cut. Both Mr. Runcie and Bobadilla had continually advocated to have that position re-instated, and now that the bond projects have moved into the construction phase, it was critical to have the additional oversight. He stated that it should in no way be construed as some sort of lapse on the part of Mr. Bobadilla.

From all of the testimony we have gathered, most if not all of the contents of this reference are at least misleading if not outright false. It is clear to us that Superintendent Runcie was dishonest with the Board in the hiring of Leo Bobadilla, and even though Bobadilla failed to perform at executing the primary task where his experience had supposedly set him apart from any other candidates, Superintendent Runcie misrepresented his job performance to give him a soft landing at a nearby educational institution. Superintendent Runcie said that Bobadilla was “highly effective” at a position he was ultimately transitioned out of before leaving the District; he claimed that Bobadilla “changed the tone and tenor of the District’s relationship with the construction marketplace” even though construction professionals still complain about significant problems with the way BCPS retains and pays its contractors in 2021; and he claimed that the new Executive Director position was to provide “additional” oversight of the SMART Program projects, when in fact oversight of those projects was being completely moved away from the CFO position. One could chock this up to mere professional courtesy, but the misrepresentations in this recommendation go well-beyond providing a soft landing for Mr. Bobadilla, which Superintendent Runcie testified was his goal.<sup>12</sup> This recommendation is just another link in what has become a

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<sup>12</sup> Leo Bobadilla has worked for Miami-Dade College since he left BCPS in 2018 and that institution considers him to be an effective employee. We do not wish for our discussion of Bobadilla’s tenure as CFO of BCPS to have any bearing on his current employment at Miami-Dade college.

pattern of troubling public misrepresentations by Superintendent Runcie involving important issues. We are also troubled by his use of the media as a distraction. It is clear to us that the District's leadership and certain Board members feel that they are at war with the local media—particularly the Fort Lauderdale Sun-Sentinel—and will jump on any opportunity to grumble about the stories that “cover them negatively.” Based on Superintendent Runcie's own testimony, however, the press reports of a “change in leadership” in the SMART Program when the Executive Director position was filled were factually accurate.

As for the CFO position, it has been vacant ever since Bobadilla left, and the Facilities Department itself has been split apart. Currently, the Executive Director remains in charge of the SMART Program. He reports directly to the Superintendent and supervises Preconstruction, Construction and Program Controls. PPO, on the other hand, now reports to the Chief Operating Officer, and the other departments that had been previously supervised by the CFO have been subsumed into still other departments.

In its 2019 PPO Review, the Council of the Great City Schools found that “[t]here did not appear to be a clear division-wide leadership vision or integrated structure in place to manage defined responsibilities and accountabilities across major departments in the Facilities Division. This may be due, in part, to the lack of a permanent Chief Facilities Officer”. The Council recommended that the District “Permanently fill the Chief Facilities Officer's position with a proven facilities executive who has compelling credentials and experience in the k12 environment.”

After making one unsuccessful attempt to find a new Chief Facilities Officer, Superintendent Runcie changed the District's organization chart and removed the position altogether. Since that time, he has publicly stated that he believed the District needed to get procedures in place in Facilities before attempting to fill that position again. Superintendent Runcie

made this statement as recently as December of 2020 during the AECOM State of the Bond presentation. As one experienced Facilities manager testified, “they have had an opportunity to get their policies and processes in place and they haven’t, clearly they need somebody to help them.” Superintendent Runcie, however, has very recently changed his tune on this point, testifying to this Grand Jury that he intended to renew his attempts to fill the long-vacant Chief Facilities Officer position. We shall see. At this point, the position has been vacant for about 2.5 years, longer if you consider that Mr. Bobadilla was stripped of his authority over the SMART Program several months before he left the District.

#### The Building Department and the “ML Factor”

The failures of the District to properly staff and supervise its Facilities Department have clearly had an impact on its overall SMART Program performance, but these failures should not overshadow the significant delays and cost overruns generated from inside the District’s Building Department. To clarify this confusing nomenclature, the “Facilities” Department is tasked with overseeing the life cycle of buildings from design & construction through a lifetime of maintenance & renovation, while the “Building” Department has the comparatively narrow task of ensuring that the designs and methods of construction used on those buildings comply with the applicable standards. Essentially, the Building Department is the District’s in-house code compliance office. Once their designs are completed, architects and engineers submit them to the Building Department for a “plan review”, which involves various specialists inspecting the design and determining whether aspects of it—electrical, fire safety, plumbing, roofing, etc.—will meet the relevant code requirements. If the design meets those requirements, these specialists will all sign off on it, at which point the Chief Building Official issues a “Notice to Proceed” (NTP). Once contractors have received these NTPs, most types of construction are allowed to commence

according to the approved plans, but there are some important components of the overall designs that require additional approvals of plans at the subcontractor level.

One significant area where additional approvals are required is in roofing, and it is this level of the process which requires further examination. On the surface, the procedure is straightforward: Separate and apart from his or her general contractor, every roofing subcontractor must apply for a Roofing Subpermit via a “binder”, which takes the designs already approved by the head of the Building Department and adds extra information on the thickness and depth of the various layers of the planned roofs, the materials the roofer plans to use, specific shop drawings illustrating the roofer’s construction plan and a number of other items. The Roofing Inspector then reviews those binders to ensure they are compliant with the Florida Building Code (FBC), the more stringent High Velocity Hurricane Zone (HVHZ) standards that apply to Miami-Dade and Broward Counties; the State Requirements for Educational Facilities (SREF), and the District’s own Design and Material Standards. It is at this point that the process is breaking down. Roofing Binders are being returned for resubmittal—often multiple times—adding millions of dollars in extra costs and months or even years to project timelines.

According to Building Department officials, the binders are deficient in that the designs submitted by some of the roofers do not meet the necessary Florida Building Code, SREF or District-specific Design and Material Standards; some of the roofers are too inexperienced; and many roofers have not “done their homework” by actually physically inspecting the roofs for which their binders are being submitted. The private sector design and construction community, on the other hand, places the blame squarely on the shoulders of the Building Department, saying that the roofing binders do indeed meet the standards set out by the Florida Building Code and SREF, but the Building Department’s code interpretations are much different than other, similar

districts like Miami-Dade and Palm Beach Counties, and that these interpretations tend to be applied inconsistently depending on the identity of the roofer. Contactors also complain that the District's submission process is arcane, and the District's Design and Material Standards are unnecessary and do not reflect industrywide practices in the South Florida market. We will address each of these arguments in turn, but from the outset, we note that regardless of which side is correct, it is incumbent on BCPS officials to ensure SMART Program projects are completed reasonably on time and on budget. The buck stops with them. The District has had seven full years of access to the private and public sector employees propounding these incredible delays and cost increases. It has the power to ask them any question it wants and require an answer. It has the power to hire and fire them or to terminate their contracts. Therefore, we must conclude that the District could have solved these problems way before now, and at this point, it is either choosing not to solve them, or it lacks the management acumen to do so, or some combination of both.

Until his recent retirement, the Chief of the Building Department and Chief Building Official was Robert Hamberger, who had been employed by the District since 1994 and held the position of Chief since 2009. Mr. Hamburger has two assistant chief building officials. The Assistant Chief Building Official that oversees roofing, among other things is Ronald Morgan. Morgan himself used to be the Chief Building Official, but was removed from that position in 2009 after a conviction for being improperly licensed to serve in that capacity. Morgan has served as Assistant Chief Building Official ever since. Under Morgan's direct supervision is the roofing sub-permitting office, which until very recently employed a single inspector: Maria Louisa (ML) Rouco. All of these individuals are supervised at the District level by Jeff Moquin and then Superintendent Runcie, but the Building Department retains a degree of operational independence because of the nature of its inspection work.

After years of complaints from the design & construction community, the District hired RSM US LLP<sup>13</sup> to conduct a roofing process analysis, focusing on issues in the Building Department. According to Superintendent Runcie, RSM's findings were no surprise. Multiple times during our questions about the RSM Roofing Process Analysis, Superintendent Runcie testified that he was aware of the issues and that these issues were the reason he requested the analysis in the first place.

The RSM Roofing Process Analysis made nine observations. For each of those, RSM provided its analysis and recommended solutions to the District prior to finalizing its audit. First, RSM identified issues in the roofing design and plan review. One of RSM's recommendations to improve the process was for the Building Department to meet with designers earlier in the process and identify changes applicable to roofing. In its response, the Building Department disputed the value of this recommendation and opined that the designers could not provide enough detail at the stage RSM recommended meeting.

Second, RSM—echoing some of the observations in the Council of the Great City Schools PPO analysis from just one year before—observed that:

there is no strategic roofing plan in place for prioritizing, selecting, or scheduling roofing projects to develop a long-term plan for each of the 241 school facilities managed by BCPS. For example, it is possible that a building may receive a roof replacement with a lifespan much greater than the expected useful life of a building, instead of less-costly repairs to extend the existing roof's lifespan to a timeline consistent with the remaining building components. Individuals making facility maintenance decisions regarding elements such as roofing should be equipped with up-to-date information to enable effective decision-making...Without proper tracking of long-term plans related to each building's life cycle, resources may be utilized ineffectively leading to financial, operational, and reputational damage.

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<sup>13</sup> RSM is an auditing and consulting firm that the District regularly utilizes to conduct audits and analyses of various BCPS procedures and departments.

After making these observations, RSM recommended “BCPS develop and maintain a long-range plan for all facilities managed.”

In its response, the District stated that it was working to procure a company to maintain its roofs. This response is notable for two reasons: First, the entirety of the District’s response is about its plans for maintenance. There is no reference to strategic planning in the District’s response. We believe this is the result of the ongoing vacancy in the Chief Facilities Officer position. Testimony of numerous witnesses have shown that the executive director of capital programs is not the person to engage in strategic long-term planning. Second, the District still does not have a roofing maintenance plan. Just like the District said in its response to RSM and just like the District told the Board at a roofing workshop in February of 2020, Superintendent Runcie told this Grand Jury the maintenance plan was about to be implemented. We will address how this lack of roofing maintenance affects the SMART Program roofs later. But for now, we are talking primarily about the 35% of the District’s roofs were classified as being in “good condition” during the FCAs conducted in 2014 and are therefore not currently in line to be replaced any time in the near future. As the District meanders along discussing the imminent roofing maintenance plan, these roofs are being neglected. This lack of strategic planning, combined with the lack of roofing maintenance for the existing roofs, speaks volumes when juxtaposed against the District leaders’ defenses of the Building Department.

The fourth through seventh observations are all about the roofing sub-permitting process. RSM’s fourth and fifth observations identify inefficiencies and lack of automation in submission and review of the roofing sub-permit binders, while its sixth and seventh observations relate specifically to the Building Department’s roofing inspectors, or lack thereof. To anyone familiar with the sub-permit process at BCPS, it is colloquially known as the “ML factor.”

Over the greater part of the last two years, this Grand Jury has heard testimony from numerous industry professionals in project management, contracting and other subspecialties who reference the “ML Factor” as one of the primary challenges of doing work for BCPS. The term “ML Factor” actually refers to “ML” Rouco, and it is not an exaggeration to say that Rouco’s performance as roofing inspector has single-handedly cost the District and the vendors tens of millions of dollars and has set the timetable back by literal years on numerous SMART projects.

By way of background, Rouco has been with the District for over 21 years, and she led the roofing team responsible for the flawed FCAs in 2014. Testifying District officials have characterized her as a “forensic roofing expert”, and until very recently, she was the sole inspector overlooking the roofing sub-permitting process on literally hundreds of bond projects around the District. Testifying witnesses from the District and the Board have almost universally praised Rouco as a tough inspector who goes the extra mile to ensure quality roofs are being put on top of schools in the District. When they describe disagreements with her, many of them tell eerily similar anecdotes that end with some version of “but as it turned out, I was wrong and she was right”.

Industry-side professionals, however, tell a very different story, that of an inspector that has sent back roofing sub-permit binders with little to no guidance as to why they were disapproved or has approved a roofing binder she previously rejected after it was sent back with a cover page from one of her preferred roofers. One roofer gave an example of his roofing binder being rejected and sent back to him with no guidance from Rouco beyond “provide a better detailed section” for one tab of the binder. Rouco sent the binder back with that response two times, only to provide a detailed response on the third binder, four months after the roofer’s initial submission. Project managers tell stories of how they have tried to accelerate the roofing sub-permitting process by bringing on experienced industry professionals to assist with roofing inspections, but Rouco—



empowered by her own supervisors in the Building Department, and, by extension, the District and the Board—complained about their work product and qualifications until they withdrew, leaving her again as the sole inspector.

RSM made similar observations, and ML’s supervisors provided similar responses. Most notably, RSM observed that at the time of the review, “only one (1) individual is responsible for facilitating the entire roofing sub-permitting process.” RSM later stated that “[c]ontinued utilization of a single individual for the roofing sub-permitting process, similar to many construction processes, increases the likelihood of: project delays, process breakdown due to unexpected absences or position vacancy, conflicts of interest, bribery, favoritism, ineffective vendor management, among others.” RSM recommended “allocating additional resources to support the sub-permitting process” and went on to explain the benefits these additional resources could provide. The District’s response was separated into two camps. The official response, from the Building Department, was that it has tried to add staff and cannot find qualified applicants at salaries it can afford to pay. Of course, this excuse falls flat when it appears in the RSM report, just as it fell flat when District leaders trotted it out to this Grand Jury. The second response came directly from ML. Upon reading RSM’s observations, quoted above, ML sent a threatening email and copied numerous high-level District employees. After ML threatened to sue, a senior District official contacted RSM. Witnesses from the District and RSM deny that the District ever actually *asked* RSM to change the report. But the report was changed. After issuing its Roofing Process Analysis on August 4, 2020, RSM re-issued the report on September 8, 2020, having removed the words “bribery and favoritism” from its observation about utilizing a single individual to administer the roofing sub-permitting process. RSM removed that language, even after finding that one roofing contractor was responsible for seven of the eight roofing projects that had been

completed to date, and that “[o]nly a small group of roofing subcontractors have been able to consistently obtain a roofing permit.”

Another example of Rouco’s unabated hostility towards colleagues is an email she sent to multiple District and PMOR officials alleging the PMOR and Facilities Department were interfering with the roofing sub-permitting process:

I want to make you aware of some of the ongoing issues being faced in the process of performing my duties. I am bringing it to your attention, so you may act upon the information and guide your staff accordingly, to actively stop and/or not further encourage, any and ALL actions that attempt to pressure, interfere and at times undermine, the process of plan review, inspections and permitting with respect to roofing.

I am aware you are fairly new to the district, but I wanted you and your staff, to avoid previous pitfalls of others project managers and staff, that willingly or unwillingly were part of a concerted effort to undermine the lawful duties of a Code Official, and in turn for the sake of expediency and self imposed deadlines, shortchanged the construction process.

....

**Although your staffing includes a multiplicity of titles, know, none of these individuals are to interfere with the inspection process or the Inspector’s calls on any particular aspect pertaining to Code Compliance. Their duties are critically important, as are to represent the Owner in matters that pertain solely to the performance of the contract and not get involved in the compliance of the work.**

**This warning about not interfering with a Code Official extends to Consultants and/or any other individuals that may be brought in to “expedite”, “facilitate” or any other nomenclature given as a disguised for “interference”. I am and will remain vigilant with regards to this specific point, Code Compliance is the sole entity to inspect, plan review and issue permits in the District. This is the law, as stipulated in the FL. Statute.**

....

I am fully aware of pressing issues for district, especially by the self imposed, artificial deadline on roofing projects. I have written on numerous occasions as to the labor force and capacity of the different roofing companies in the region. Unfortunately, the reality of this fact, has not been accepted. I observe from afar, the constant hiring, the multi layers of staff, attempts to bring more and more consultants, and yet, no matter how much administrative manpower is thrown at

the shortage of qualified roofers, the roofers will not multiply, and at best as previously stated, **we will still get the same results, +- 20 roofs a year, in a good year.**

....

**For those wandering about the “ML factor”, know, the difference is, that roofing work is being done to Code and Design Material Standards. I am not shortchanging the district or the taxpayers, as it was done in the past. Code Compliance has made a concerted effort responding to the outcry of the taxpayers of Broward County, whose feelings were fully expressed on three previous Grand Jury Reports, as the 2011 report stated, “For at least the last 15 years the District has operated a facilities and construction department with little regard for quality, accountability or fiscal responsibility, yet the Board has done nothing to address these issues.”**

I believe today, that Both the Superintendent and the Board realize, the quality of the roofs cannot be circumvented due to time constraints and or capacity to perform the work. **Realistically, you along with upper management and/or Administrators, must inform the Board, who in turn, should inform Broward County constituents, the roofs will not be completed, until 2032.** That is my best estimate, if we start working together, and not continue on different paths, otherwise, it will take longer.

....

**There is also a mindset from project management, the problem of permitting will be solved by “giving Roofing Contractors the details the district wants”. Needless to say, is not what the “Building Department wants” or what “ML wants”, that would be subjective and in contradiction with the legal responsibilities of our role under license and mandate by DOE and the Board. The best way to explain it, is giving a student the answers to the test, without going through the course or sitting for the exam.** It solves nothing and the outcome is disastrous for the life of the student, in this case, our roofs. Thus, what I try to do is educate the applicant in the best way possible, although limited, to influence the outcome. I guarantee you, that when you sleep, when you are enjoying your life, ML is trying to figure out ways to make an extremely bad system work for the occupants and taxpayers. Yes, I don't have much of a life, but know at 64, it has become my life's mission, to leave behind the best roofing I can for this District.

....

I have attempted and taken extensive amount of time both verbally and in writing, to forewarn and bring you a message based on rational analysis, mathematics, in essence, common sense (as my wise ex-husband used to say, the least common of

the senses), to no avail. I might not be here to see the end results, and some of you, may feel the same; but our collective responsibility, is to change the outcome of the next Grand Jury Report. I for one, challenge myself each and everyday, question my words or actions, attempt to correct the wrong I may have done, amend myself, to go at it the next day, to help others for the greater good of our District, shouldn't we ALL be doing that? Remember, to error is human, but to knowingly continue on the same path, is foolish...

Please know, I will continue to bring up issues of concern to management, with the sole aim of curtailing waste and mismanagement of the taxpayers money and to provide quality roofs for this District.

(Emphasis added).

We recognize that the Building Department must retain a certain level of autonomy regarding inspection and permitting decisions. We further recognize that prior grand juries have criticized this very Building Department for allowing shoddy workmanship to elide its inspection process. However, as our Second Interim Report suggested, a better practice would probably just be for the District to leave its inspections to external, rather than internal, authorities. Nevertheless, the language of this email—its repeated warnings to the PMOR about the potential legal consequences of interfering with code compliance officers, its invocation of prior grand jury reports to support its propositions, its maligning of the overall roofing industry in South Florida in favor of a select few, its prediction that the roofing work will not be finished before 2032, and its bald assertion that giving prospective roofers actual details about how their binders were deficient would be like “giving a student the answers to the test, without going through the course or sitting for the exam”—is clearly beyond the pale. According to nearly all of the roofers, construction professionals, project managers and BCPS officials she worked with, this is the tip of the iceberg in terms of Rouco's intractability. This Grand Jury asked Rouco's direct supervisors and numerous other District officials about the contents of this email and Rouco's overall professionalism, and we were universally answered with some variation of “Well, that's just how ML is”. Not a single

one of these “leaders” indicated they had even spoken to her, let alone counseled or disciplined her about the contents of the email or numerous other similar communications authored by her, nor has anyone addressed directly the underlying claims she made about the roofing sub-permitting process or her clearly stated preference for certain subcontractors. No wonder they can’t get anything done. This Grand Jury is composed of people from all walks of life, many of whom work in the private sector and many of whom work in government, and not one of us can fathom a management environment where a communique such as this does not merit outright firing if not, at the very least, a serious counseling session.

To be clear, it is not like the upper echelons of BCPS managers did not know Rouco was creating issues in the Building Department. When Rouco found out the District hired RSM to audit the Building Department’s roofing process, she interpreted the pending scrutiny of her fiefdom as a personal attack and marched directly downtown to complain to Superintendent Runcie. He heard her out, but the audit went forward. Then, when RSM Roofing Process Analysis was issued, Rouco threatened to sue.

And this is the rub. Rouco is an employee who has created a management problem that no one at the District appears to be willing to resolve. While she may be a “forensic roofing expert” with years of experience and she may be a skilled inspector, her skillset is not irreplaceable. There are people in both Miami-Dade and Palm Beach counties who do just this kind of work, under similar conditions, five days a week, 52 weeks a year. They do not have these kinds of issues involving multiple rejections, resubmittals and months if not years of delay and additional costs while projects wait for an acceptable roofing binder. What does this kind of a communication from a BCPS employee—which carbon copies a large portion of the District’s upper management—say about the District’s ability to manage itself? Nothing good.

In their testimony to us, senior Building Department officials displayed obvious contempt for many private contractors, defending Rouco with unwavering devotion and opining that it was the contractors' own fault that they could not submit designs that would get approved. Importantly, however, many of the private contractors stymied here in Broward have successfully completed roofing projects on similar facilities under similar constraints in Miami-Dade and Palm Beach Counties. Were that not the case, we might be inclined to credit the statements of Building Department officials that despite all their clear guidance, the private industry "just can't get it right." But in point of fact, that *is* the case, therefore we do not credit those statements.

RSM also made observations about the Building Department's interpretation of the Florida Building Code and the District's Design and Material Standards. We have reviewed the RSM Audit and taken extensive testimony on the Building Department's interpretation of code and Design Standards. In addition to the Building Department officials and roofers we have already noted were witnesses, we have heard from District employees who are members of the committee that oversees the District's Design Standards, members of the design community that work with the District, and representatives of the roofing materials industry. We find that the Building Department's code interpretations are unnecessarily restrictive and lead to an uncompetitive process to obtain roofing materials. As a practical matter, until very recently there was only one assembly that has been approved in the District's Design & Material Standards.

The primary issues with the Building Department's interpretation of code are its interpretation of "new construction" as it relates to the slope needed on the roofs, and the wind rider requirement in the District's Design Standards. We received testimony that the Building Department is improperly interpreting what is "new construction" under the Florida Building Code. The Building Department believes that when the District "re-roofs" an existing building,

that qualifies as new construction. Based on that interpretation, the Building Department requires a change in the slope of the roof to one-quarter inch per foot.<sup>14</sup> Based on the age of the roofs being addressed by the District, the existing slope is almost invariably one-eighth inch per foot, which means that the Building Department almost always requires the design firms to include an additional one-eighth inch slope in their roof designs. This change in slope has a rolling effect, as the new one-quarter inch slope requires other changes to the roof. For example, curbs where the HVACs sit have to be changed to meet the changing height of the roof created by the new slope. The Building Department has at least been consistent in its interpretation of the Florida Building Code on this matter. In the FCAs for the 2014 Needs Assessment, the new slope was clearly identified as a need, marked as “Reroof-NEW DECK REQUIRED-1/4”/FT.” In defense of its work, the Building Department vociferously blames the design community for submitting incorrect designs. To be fair, however, the facilities Department did not provide the design community with these FCAs as part of its scope of work, and we do not believe it is reasonable to suggest the designers should have known the Building Department was going to implement a minority, if not completely unique, definition of “new construction.” When one considers this lack of information in context with the District’s pricing of roof work between \$6 and \$8 per square foot, there is no way the designers could have anticipated they would encounter this slope issue in advance. While we disagree with the Building Department’s definition of “new construction,” the blame for this issue clearly lies with District leadership, who have abjectly failed to understand and mediate this issue. If the District chooses to maintain an in-house Building Department to interpret code, then it is incumbent on the District to ensure that the Facilities Department is aware

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<sup>14</sup> The District generally puts “flat” roofs on school buildings, as opposed to a pitched roof. A flat roof still has some degree of angle, called slope, for drainage. The slope is created by the insulation material, such as lightweight insulated concrete, that is put down prior to the roof cover, a modified bitumen system, that goes on top of the roofing assembly.

of what the Building Department will require of its designers. There is certainly no excuse for the District to have underpriced the roofs as it did, but at this point, there is also no excuse for there to be ongoing “misunderstandings” between the Building and Facilities Departments, which clearly still exist.

While the District’s design and material standards ostensibly approve several brands of modified bitumen roofing and several brands of lightweight insulated concrete, the District’s insistence on requiring a wind rider from any prospective roofing manufacturer in addition to the industry-standard 20-year warranty effectively reduces competition by forcing the roofing manufacturer to warranty the entire roofing *assembly*, including other materials, such as lightweight insulated concrete, that the manufacturer does not sell itself. Many manufacturers are understandably hesitant to warrant materials they do not produce. In fact, until recently,<sup>15</sup> only one manufacturer would sell the District a wind rider with the specifications the District required, specifically coverage for damage caused by winds up to 180 miles per hour.<sup>16</sup> On the surface, one would think the District is efficiently protecting its investment by requiring roofing manufacturers to offer this extra coverage, and District leaders often point out that these wind riders come at a minimal cost, usually \$1500 per warranty.

Unfortunately for the taxpayers, these wind riders are effectively useless for two primary reasons. First, the District is required to conduct routine maintenance on the roofs and keep records of this maintenance for these warranties to be valid. As we detailed above, the District has no roofing maintenance program. Of course, the District could fix this issue, and it has claimed it will do so soon. The second and more confounding issue is lurking in the fine print of the

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<sup>15</sup> We learned that a second roofing manufacturer recently agreed to sell the District a similar wind rider.

<sup>16</sup> We have received testimony that 180 mph actually refers to pressure and the maximum actual wind speed covered is 139 miles per hour, which is irrelevant given our findings about the wind riders coverage, except to say that it did not appear that the Board members do not seem to grasp this concept.



manufacturer's exclusions. In its Terms, Conditions and Limitations, the manufacturer's warranty states specifically that it does not cover, "[t]he effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, *hurricane, tornado, or microburst.*" In his testimony to this Grand Jury, the manufacturer's representative absolutely *did not* testify that the wind rider language would trump the language of the exclusion. Based on this, we believe the District is purchasing useless paper and limiting the competitiveness of its procurement in the process.

As stated above, Superintendent Runcie testified that he was already aware of many of these issues, as was the Board. In February of 2020, as a result of complaints from the contractors and the community, the Board held a roofing workshop to address the Building Department and delays in roofing. If the Board didn't understand the issues at that time, they should have when they were provided the RSM Roofing Analysis in September 2020. Yet still, the Board has not taken any substantive action, or directed Superintendent Runcie to take substantive action to address the problems in the Building Department.

We further reject the contention often put forward by District employees that problems found by prior grand juries have forced the Building Department to adopt its current dogmatic approach to roofing. The citizens of Broward County should not be forced to choose between shoddy roofs that are not up to code and compliant roofs that take seven years to build for want of a "chosen" roofer. Somehow, Broward's sister districts in Miami-Dade and Palm Beach Counties are doing this work without these headaches and delays, undercutting the District's assertion that it cannot be accomplished.

The result of all of this obstinacy and chaos can be summed up by AECOM's declaration in its "State of the Bond" presentation in July 2020 that it seeks to return Broward School District

to its status as a “client of choice” for construction industry professionals,<sup>17</sup> many of whom have concluded over the past few years that working with the District is simply not worth it. While the District’s position for years has been that the industry lacked capacity to do the amount of work it was putting to market, this is not the case. AECOM’s statement recognizes a simple reality, which can be extrapolated readily to the Building Department’s procedures regarding roofing: Experienced roofers who have been able to timely complete projects in nearby districts with similar rules are getting their binders returned, often multiple times. This is causing months of delays in redesigns and resubmittals and millions of dollars in waste in taxpayer funds, all while students continue to be educated in aging and decrepit buildings that taxpayers have already agreed to provide the money to repair. We received testimony that these practices also have a deleterious effect on the ability of small, minority- or women-owned businesses (often referred to in District documents as “SMWBE”) to compete in the marketplace. Because these businesses often have a lower bond capacity than their larger competitors, District’s foot-dragging causes a disproportionate amount of available bond capacity for these SMWBEs to be tied up awaiting District project approval—which prevents these firms from being able to bid on other jobs while their competition remains able to do so. That said, the state of affairs in the Building Department has not been bad for everyone. In fact, one builder in particular has substantially benefitted from this broken system.

Atlas Apex Roofing, LLC is a company founded in 2012 by Henry Gembala, which does roofing projects primarily in Florida and New Jersey. It offers full-service roofing and fabrication, including patented roofing systems such as the ARBS blocking system, a system patented by Henry Gembala, and Concrecel, a lightweight concrete foam developed by another company

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<sup>17</sup> Runcie would have us believe that is a standard contract provision, however we have received testimony from PMOR representatives stating the opposite.

founded by Henry Gembala. Both of these products are approved for use in roofing assemblies in the District's Design and Material Standards, and both have been part of the approved assembly sold by the roofing manufacturer that has been selling the District its useless wind rider. Atlas Apex, in fact, has a history of installing roofs for the District, and Gembala's own history with the District goes back even further to when he was completing District roofing projects for another company, Weiss & Wollrich Contractors. According to Gembala, his long history and experience with the District enables Atlas Apex to leverage its knowledge of procedures and configure the size of its available workforce to meet the District's demand and submit lower bids than its competition. Gembala also testified that he had a longstanding professional relationship with Rouco and Morgan, testifying that he spoke to Rouco nearly every day.

This relationship between Gembala and the Building Department has paid substantial dividends for Atlas Apex. As of the writing of this Report, Atlas Apex is responsible for a full 43% of the SMART Program's total roofing projects. Even on non-Atlas projects, Gembala's profit is baked in, because ARBS and Concrecel—both of which comprise elements of what was, until recently, the only approved roofing assembly in the Broward School District—are products belonging to corporations that tie back to Gembala and his business associates. Most importantly, Atlas Apex roofing binders are almost never rejected by the District's Building Department. Gembala claims that this is because after all these years doing work for the District and his familiarity with the product requirements, he is able to do charge less for the same work than his competitors. Frankly, this is probably pretty accurate, but we have also heard testimony that other roofers' binders—which were denied multiple times—were approved after merely changing the cover page on the existing binder to reflect Atlas Apex's involvement in the project, resulting in a quick approval by Rouco.

From the outset, we want to be clear that there is no current, tangible evidence the roofs being put on these buildings are of poor quality. This is a different issue than the shoddy construction practices identified in the Final Report of the Nineteenth Statewide Grand Jury. By the same token, there is no evidence that these roofs are exceptional either. There is nothing about an Atlas Apex roof that makes it any better or more special than any roofs going on buildings without issue in Broward’s neighboring districts. We also think it should be clear that the Broward Design Specifications are not going to lead to shoddy construction and Rouco’s inspection process is not going to lead to terrible roofs.

Nevertheless, it is hard to escape the conclusion that Atlas Apex is the primary beneficiary of this broken process, which appears to be tilted significantly in favor of approving Atlas Apex’s roofing binders without undue delay, all while the District’s own Design and Material Standards force other roofers to buy products vended by individuals connected to Atlas Apex. Meanwhile, the pattern of rejection and resubmittal affected by Rouco and her supervisors in the Building Department adds years of delay and millions of dollars in additional cost to SMART Program projects, all of which benefits a roofer who certainly does not do bad work, but also does not do significantly better work than other roofers around the state.

From all of this, we can draw two conclusions about the conduct of Rouco and her supervisors in the Building Department: (1) we can conclude, as RSM did in its 2020 analysis that Rouco’s stranglehold on the roofing binder process is the result of “favoritism”; or (2)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Frankly, however, the motivations don't really change anything. For the taxpayers, the result is the same: Projects are years behind schedule; design processes are dramatically more expensive; all in the name of securing unenforceable manufacturer warranties on roofs that—once built—will likely last longer than the aging school buildings they crown. All this happens while Atlas Apex accrues an ever-expanding percentage of SMART Program projects from frustrated general contractors after disillusioned roofers leave those projects.

On March 5, 2021, while this Grand Jury was examining a Board member, the brand-new roof on the James S. Rickards Middle School media center collapsed. Students and staff were forced to evacuate the building. Falling debris hit evacuees. Others were injured leaving the school. One group of students and their teacher were forced to climb over falling debris and through the ceiling to escape. It is no exaggeration to say the experience was traumatizing. A second portion of the roof collapsed the following day. Fortunately, the District employees and contractors that were present examining the collapse had already exited the building before this second collapse occurred, once again avoiding serious injuries. We do not know why the roof collapsed, and as our term ends, we will not be able to see this portion of the investigation to its conclusion. But we have learned several facts about Rickards that are important to our findings about the District's overall roofing plan, or lack thereof.

We know that the FCAs of the Rickards roofs were conducted by the District team in 2014, and this team found that the main building, including the media center, needed to be re-roofed. We know that the sub-permits for the roofing were reviewed and approved by Rouco. We know

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<sup>18</sup> Rouco vehemently denies the existence of an improper relationship with any roofer. She maintains Atlas Apex is just better than the other roofers at preparing their roofing subpermit packages and ultimately doing the work.

that the work was inspected by and approved by Rouco. We know that, for all the different parties involved in construction, District staff was involved at each and every stage. We know that the now-collapsed roof was put on by Atlas Apex. We know that there are concerning structural issues similar to Rickards in several other District middle schools, which were closed by the District after the roof collapsed. And we know that this shiny, new Atlas Apex roof *did not* extend the life of the building it covered. During his testimony, District official Jeff Moquin opined that the District's restrictive Design and Material Standards were actually causing better roofs to be installed, and that these higher quality roofs would extend the life of the aging facilities that the District doesn't have the money to replace. When pressed on this issue, Superintendent Runcie disagreed with Mr. Moquin; this Grand Jury disagrees with Mr. Moquin; and perhaps most importantly, the Rickards media center disagrees with Mr. Moquin.

Ultimately, no matter how the District and the Board attempt to defend this broken process, at the end of the day, desperately needed roofs are not getting put on schools, money is being squandered, a generation of students is being taught in worse conditions than they were promised, and the Board is responsible.

#### FAILURE TO INFORM

With all of the underlying problems involving the SMART Program, one might assume the last few years have been somewhat of a public relations nightmare for the District. While it is true that the District has had its share of bad press, testimony and evidence has also shown that BCPS officials have taken a number of steps to actively hinder the dissemination of potentially damaging information. Some examples of these steps, which can and do range from the use of confusing and misleading jargon up to and outright lying by senior district leadership, are detailed below.

Our first example involves the use of “jargon.” In an effort to get more complete and timely status of projects in their districts, dissatisfied Board members began asking for then-PMOR Heery’s monthly report originating from an internal software program known as “Primavera”. This software produced monthly “P6 Schedules” to help Heery keep abreast of the progress of its SMART Program projects. The first time Board Member Nora Rupert asked for these schedules, she was told they did not exist and that no one knew what she was talking about. As it turned out, the schedules absolutely did exist. Rupert had simply failed to use the phrase “Primavera P6 Schedules” in her ask—even though through her use of the term “P6”, it was obvious that those were the documents she sought. The District, however, seized on Rupert’s failure to use the correct nomenclature in her request by claiming the schedules she had asked for did not exist, only later admitting that schedules of the type she had asked for did indeed exist after she asked for them using the correct nomenclature.

In isolation, one could perhaps accept the argument that Heery and District officials just didn’t understand what exactly Rupert was talking about when she asked for the “P6”, and they were somehow unable to connect her request to the monthly internal status reports they had been using for years to track projects, but in the broader context of how the District handles information and manages requests for that information from both the Board and the public, it is clear to us that this obtuseness is part of a larger, more deliberate pattern.

For example, this Grand Jury has been repeatedly told by both District officials and Board members that SMART Program projects are not—in point of fact—“overbudget”. This is because according to the District, the word “budget” does not in fact mean the lengthy and specific school-by-school lists of projects and costs provided to the public when it campaigned for the bond in 2014. According to these witnesses, those long, specific lists were just “cost projections” that could

not be relied upon, and the “budget” for each individual project does not happen until after the contractors submits its bid.

Of course, this overly-semantic definition of “budget” is just a weasel word—common in the industry—but clearly employed in this case to paper over the rank inadequacy of inspection work done in the initial Needs Assessment. When pressed, many Board members and District officials did finally concede that any Broward voter who saw those lengthy, specific lists of projects and the costs associated with them back in 2014 would have been perfectly reasonable to understand those as the SMART Bond’s “budget”, and they further conceded that not a single Board member or District employee ever stepped in to clarify that the costs on these very-specific lists were “just projections” and “not a real budget”.

The consequences of this sophistry are very real. If the District’s “cost projection” said a project could be done for \$1 million, then the bid for the project comes in at \$2 million, it would actually be \$1 million (or 100%) beyond its initial cost estimate. However, if the contractor is able to finally complete said project for \$1.9 million, the District can then claim that project came in “underbudget” and tout a “savings” of \$100,000.00. And it appears at least a few Board members would like the District to do just that. At a recent meeting, Board Member Ann Murray said the District needed to “turn our language around” and wanted the District to look into putting out more information about the cost savings of items as they were being “budgeted” for a SMART Bond that is, altogether, approximately \$500 million over its “cost projections”, or—as any reasonable person would say—“overbudget”. Board member Laurie Rich-Levinson supported Murray’s effort in her own testimony to this Grand Jury, stating plainly that “[w]e don’t want people to think we are running out of money.”



In point of fact, the District is running out of money. It has had to support the SMART Program projects by emptying its own capital reserves and by issuing a series of mortgages on its own real properties known as Certificates of Participation (COPs), which must now be paid back with interest over the next 14 years. In another example of definitional acrobatics, District Chief Financial Officer Judith Marte told both the Board at a public meeting *and this Grand Jury* that there would be “no additional tax burden” as a result of the District in taking out those COP leases. Of course, what Marte means by “no additional tax burden”, however, is misleading. She means that the Board will not have to raise taxes or find extra money some other way in order to pay off these COP leases. Marte’s formulation, however, conveniently ignores the fact that the District must spend money from its Capital Millage—money that could have been used to fund other maintenance projects—servicing debt on these COP loans for the next 14 years. It was obvious to us—just as it should be obvious to anyone who has ever had to manage even a household budget—that having to pay back these COP loans will have a negative financial impact on the District going forward, but here, again, a District employee has found a clever answer that enables her to avoid having to actually inform an inquisitive Board member of that fact.

Nevertheless, this was all the rest of the Board apparently needed to hear to unskeptically vote to use COP leases to pay for existing SMART Program projects, encumbering the District for years in the future. Several Board members proudly trotted out Marte’s “no financial impact” statement to justify their votes in their Grand Jury testimony, and only when pressed did some of them acknowledge—for what appeared to be the first time—that the COP loans would indeed hamper the District’s ability to do additional work with its capital millage going forward. These Board members clearly did not see through the District’s ruse, which is altogether unsurprising considering the amount of times they themselves avoided having to accept responsibility for their

own decisions or inaction by using collective terms like, “we”, “our”, and “us”, or jabbering along vaguely about “challenges”, “opportunities”, “examining processes” and “synergizing”.

[REDACTED]

Additionally, the requests and concerns of this subset are treated differently from other Board members. Their calls and requests for information get answered; their pet projects—like culinary labs—get built; and perhaps most importantly, their campaigns get funded. In return, these Board members almost uniformly support District initiatives on hiring, policy and any number of other objectives. While any given Board member may get on her soapbox at this meeting or that meeting about this issue or that issue, as we will explore in the next section, not a one of them has ever voted to use the substantive tools of the Board corporate to hold either of its two employees to account for the District’s numerous failures. In fact, these members have done quite the opposite, using their votes to shut down attempts by other Board members to hold the District to account.

For Board members on the outside of this circle, however, life is a little different. Often, the District will simply not answer their questions at all. Board member Nora Rupert testified that she has a years-long, ongoing “Neverending Questions Database” full of questions she has asked the District that it simply has not bothered to respond to. Board member Lori Alhadeff testified that Robert Runcie himself wrote her a letter stating, *inter alia*, that he found her requests for information to be “voluminous and repetitive”. Other Board members testified that they believed the District held back a 2019 report from the Council of Great City Schools that was critical of SMART Program in an effort to ensure that those critical comments would not appear on Runcie’s yearly evaluations. As we noted above, the District requested an independent third-party analyst remove language in its report stating that the roofing subcontracting process in the District’s Building Department presented the obvious potential for corruption.

Even this Grand Jury was not immune from the District’s intransigence. We were forced to bring in Board attorney Barbara Myrick to testify about why the District’s responses to this

Grand Jury's subpoenas were months behind their due dates. Only then did we actually receive a disorganized bundle of over 897,000 pages of documents. These documents belatedly arrived in a haphazard mess that included a number of duplicates so large that a purpose-built computer was required to scan all of them and eliminate thousands of copies until there was only a single instance of each document. Frankly, this is the kind of obfuscatory nonsense one expects to see when one serves a Subpoenas Duces Tecum on a suspected pyramid scheme, not a local school district, but here we are.

When sophistry, sowing conflict and stonewalling don't work, sometimes District officials just lie. Board member testimony has revealed a number of misimpressions and misunderstandings regarding fairly basic concepts that can only have stemmed from misinformation campaigns by the District. Board member Laurie Rich-Levinson, for example, testified to us that Broward's Design Standards are not above and beyond what is required by SREF and the Florida Building Code (they are) and that the staff dedicated to permitting and inspecting in the Roofing Department is sufficient (it is not). Rosalind Osgood testified that the issues with roofing occurred because the Florida Building Code requirements changed (they did not) and that COP leases do not affect the District's available millage for capital projects (they do).

Then there are the lies we have seen ourselves. Robert Runcie lied to the Board when he said Jacobs would be "responsible" for accuracy of the District's Needs Assessment regardless of whether District employees conducted FCAs. He lied to the public when he said in a press conference that the District would begin "actual physical work" on SMART Program projects in summer of 2015. He lied again in 2015 when he told Board member Robin Bartleman that "there is no audit" of the Houston Schools bond program as the Board deliberated on whether to hire Leo Bobadilla. He lied to Miami-Dade College when he told them Leo Bobadilla had been "highly

effective” as CFO, had “changed the tone and tenor of the District’s relationship with the construction marketplace” and that the new Executive Director would be providing “additional oversight” when in fact Bobadilla was being removed from SMART Program oversight entirely. He lied to Board member Robin Bartleman when he told her in a Board workshop that he had no knowledge of SMART project cost overruns despite his being in possession of a specific memorandum from Atkins, dated two weeks prior, which referenced \$400 million in cost overruns.

Even in matters outside more limited scope the SMART Program, Robert Runcie lied about important issues. In the wake of the MSD shooting, he lied to the public when he said the MSD shooter had never been involved with the PROMISE Program. He then lied to a State Senator when he told her there was a “Code Red” called at MSD at the time of the shooting.

All of these lies call into serious question the assertion of Superintendent Runcie in his testimony that the District’s culture is “safety first, education second”. It is obvious to this Grand Jury that is not the case. Even today, we have heard testimony that people can walk, unchecked, right into schools, even schools with completed “Single Point of Entry” projects. Projects involving fire alarms—the very fire alarms that caused people to evacuate into harm’s way on February 14, 2018—have still not been completed. BCPS should have been a leader on safety instead of being forced by the state legislature to make necessary changes. The chance to actually be a leader has been there from as far back as 2013. Instead, the District has reacted, minimized, obfuscated and made less than substantial effort towards real change. In the end, the District will very likely address this report the same way it has addressed every other “challenge” it has faced over the past seven years: By doing as little as it can to mollify the loudest voice in the room.

### **FAILURE TO ACCOUNT**

With all of this chicanery, stonewalling, misdirection and outright lying, it would be easy to conclude that Board members do not have access to accurate information about the District's performance on the SMART Program, but that, too, would be incorrect. The fact is that Board members have had access to numerous pieces of accurate information about the true state of affairs in SMART Program projects. Quarterly Reports put out by third-party watchdog Florida Taxwatch warned of potential delays and District efforts to disguise those delays as early as February of 2017, when it states in the one-page Executive Summary that:

Despite repeated recommendations from Florida TaxWatch, the District fails to identify those projects likely to be delayed and those projects that are likely to require additional funding. . . . The public has every right to know which school projects are delayed and the reasons for the delay, as well as which school projects are over-budget. The public's right to know is not well-served by these omissions.

Florida TaxWatch's next Quarterly Report—for better or for worse—had some of the answers. In a two-page Executive Summary published on May 22, 2017, TaxWatch revealed the District's admission that “higher rates of inflation, higher roofing and mechanical/electrical/fire protection costs, and items that were excluded from the original scopes of work could increase costs by an average of 25 percent[]” and that [t]he District has also acknowledged the need to push back construction-related procurement activities for projects scheduled for years 1-3 of the SMART Program by 3-9 months.” From this point onward, the Board was on notice that costs were on their way up, and the scope of work the District had promised it would accomplish for \$937 million were now likely going to cost at least \$1.171 billion.

The District's acknowledgment of these overages was based on a 2017 “Risk Assessment” by Atkins, which constituted the first substantial overhaul of time and cost projections. Unfortunately, these time and cost projections have only been revised northward from that point.

According to the latest estimate by Atkins, the total SMART Program Projects are now projected to cost \$1.462 billion and ultimately be completed by 2025.

These upward revisions carry their own discrete costs. The District, which “didn’t have the money” to bring on a PMOR before the bond was passed in 2014, must now pay its AECOM an additional \$42 million to manage the next four years of the very same SMART Program projects that were supposed to have been finished in 2021. Delays have caused additional pieces of equipment like HVAC units to wear out over time, which in turn requires professionals to redraw their plans and designs to incorporate replacements where none would have been required had these projects been timely completed. And perhaps worst of all, students continue to be educated in unsafe, aging, decrepit, moldy buildings that were supposed to have been renovated years ago.

Assessments made in response to faculty complaints regarding indoor air quality at several schools in the District found significant mold and air quality problems. When FDLE analysts cross-referenced those schools with SMART Program projects, they found that several of them were slated for new roofs that had predictably become trapped in the design and subpermitting process. Once again, Board members were aware of this. Ann Murray, for example, testified that at Apollo Middle School, one of the “Critical Priority One” SMART Program projects which now has an estimated completion date of 2023, “[t]hey’ve got mold up the gazoo.” Other examples of Broward schools that have experienced mold and mildew problems while waiting for new roofs include Nova Middle, Quiet Waters Elementary, Sheridan Park Elementary, Palmview Elementary, North Fork Elementary, Royal Palm Elementary, Martin Luther King Jr. Montessori Academy, Ramblewood Middle, Stephen Foster Elementary, Pines Middle, Boyd Anderson High School, and Wingate Oaks Center.

The Board has also had access to more granular information about the causes of these delays and cost overruns at the District level. The Council of Great City Schools PPO Review found that Broward School District's lack of a deferred maintenance program would reduce the lifespan of many of its planned renovations and would likely void any warranties the District had secured that depended on the existence maintenance records to secure the warranty. It also criticized the District's choice to leave the Chief Facilities Officer position vacant since Leo Bobadilla departed in 2018, pointing out that lacking a chief to coordinate between the different areas within the Facilities Department ultimately hurt communication between construction and maintenance. Superintendent Runcie has only very recently retreated from the position that he does not intend to hire another CFO until the District "gets its procedures in place". Of course, it is obvious to us—and apparently now obvious to Superintendent Runcie—that a qualified, experienced Chief Facilities Officer would be of great assistance in conceiving and drafting those very same procedures, so we do not see any real reason for the District to have delayed for this long, let alone undergo another delay of unspecified length while it finalizes whatever procedures Superintendent Runcie was referring to.

Additionally, an analysis of the District's Building Department roofing inspection procedures commissioned by the District in 2019 highlighted numerous problems between the design and roof sub-permitting process, including but not limited to the limiting of product choice caused by Broward's Design Standards, and—once again—how the lack of a Districtwide maintenance program was going to void the all-important 180mph wind riders on its brand new roofs. Even though the comments pointing specifically to Rouco's sub-permitting process and its potential for corruption were removed, the assessment itself contained more than enough detail for the Board to get a good sense of the major issues in the Building Department.



One would perhaps expect, then, that the Board would use its power to ratify and approve the District's yearly budget to force a reckoning on the additional time and costs associated with the SMART Program projects. Alas, that, too, is not the case. Instead, the Board members have doggedly refused to rescope any of the planned projects based on their cost and the money available in the SMART program. The Board corporate has instead accepted the District's guidance to further beggar itself by emptying its reserves and incurring COP leases that will encumber its Capital Millage for years to come. Many of Board members expressed to us in their testimony that they consider the scope of work outlined in the 2014 Needs Assessment to be a covenant between themselves and the voters and they are committed to seeing those projects completed, but somehow these Board members conveniently forget that it was a covenant to accomplish that scope of work in a given time and at a given cost. Board member Donna Korn, who has professional experience in commercial real estate projects, testified that in the private sector she would have rescoped her projects once it became clear that the money was not there to do what had been promised, but somehow she does not see her obligation as a public official in the same light. We do. The Board cannot continue to give the District a blank check to incompetently manage these SMART Program projects. It has to end.

With all this information at its disposal about serious problems with the SMART Program and a District that seems either unable or unwilling to manage those problems, it would presumably fall to the Board to exercise its own powers to resolve these issues. These powers fall into essentially three areas: (1) The power to hire, fire, evaluate and contract with its two employees, Board Attorney Barbara Myrick and Superintendent Robert Runcie; (2) the power to approve and ratify the District's yearly budget; and (3) the power to write policy.

As to this first category, it is abjectly clear to this Grand Jury that Superintendent Runcie is an insubordinate employee. He is either unable or unwilling to mediate the many conflicts that have arisen in the Broward School District in the course of both the planning and the execution of its SMART Program projects. He has not staffed the District properly. He has—both on his own and through his staff—refused to provide Board members with information they required to perform their own supervisory duties. He has actively misled the Board and the public, pitted Board members against one another, and has even, when necessary, lied to them outright.

These issues all came to bear when Board member Lori Alhadeff brought her motion to terminate Superintendent Runcie for cause on March 5, 2019, alleging as grounds, *inter alia*, that he failed to properly manage the SMART Program. Even with the experiences of the previous five years and with all the underlying facts supporting this report at their disposal, the five Runcie-friendly Board members (along with another, since-unseated Board member) still voted “no” as a bloc, while Alhadeff, Rupert and Bartleman all voted in favor of firing Superintendent Runcie.

With all of this in mind, one would perhaps expect the language used by these Board members in their yearly evaluations of Superintendent Runcie to reflect the myriad faults in his leadership. To be fair, some do. Evaluations by Board members Nora Rupert, Robin Bartleman and Lori Alhadeff are all highly detailed and often critical of the Superintendent. On the other hand, evaluations authored by the subset of Runcie-friendly Board members—Patricia Good, Ann Murray, Donna Korn, Rosalind Osgood and Laurie Rich-Levinson—are almost a funhouse mirror version of the more critical evaluations put forth by their minority peers. To be clear, the seven-year period this Grand Jury evaluated covers a time during which the District fell nearly half a billion dollars and literal years behind its own SMART Bond projections and saw significant turnover in leadership on those projects; it covers a time during which the Board was presented

with a number of third-party reports from outside sources detailing the District's failure to adequately manage its own staff and its relationships with the contracting community; and it covers a time period which saw one of the worst mass shooting incidents at a school in the history of the United States.

Somehow, through it all, these five Board Members routinely gave Superintendent Runcie aggregate scores which rated him as "Highly Effective" overall. In fact, not one of them ever scored him below "Effective" overall during this time period. Furthermore, many of their comments do not seem to bear any relationship to what was actually taking place in the time period for which the comment was made. For example, in her September of 2016 evaluation, Ann Murray characterized the SMART Bond Projects as "on target" but groused that "[t]he external communication on the SMART bond program does not adequately tell the story of the progress that has been made and is being made, in a balanced way." Similarly, Rosalind Osgood wrote that "[a]lthough Mr. Runcie and his staff struggled in the initial phases of implementing the SMART bond project, they are back on track and did not misappropriate any funds." In September of 2017, roughly two months after Florida TaxWatch publicly disclosed that the cost projections for SMART Bond renovation projects had gone "off track" by 25%, Osgood rated the Superintendent as "Highly Effective in the categories of "Leadership/Management" and "Continuous Improvement", pointing out that SMART technology projects—a vastly smaller piece of the SMART Bond pie—had come in slightly under their cost projections, while mentioning not a word about the much larger overages looming in the projects related to "Safety" and "Renovation". Ann Murray, Donna Korn and Laurie Rich Levinson gave the Superintendent exactly the same rating of "Highly Effective" in the categories of "Leadership/Management" and "Continuous Improvement" during that same period. Donna Korn commented that "[m]any of the issues the

District faced regarding implementing the bond projects have been addressed and continuous [progress] is being made to improve delivery of the bond promises.” That must not have been the case, because in September of 2020, Korn commented that “[l]ong needed changes in SMART program oversight is in place which will hopefully bring additional positive impacts in this area.”

Even when these five Board Members do write negative comments about the Superintendent’s leadership in their evaluations, those comments do not seem to factor into their ratings. For example, in Ann Murray’s 2018 evaluation, under “Effective Communication”, she wrote that:

Communication tends to be reactive instead of proactive. Our communication as a District is inadequate. We had to adjust communication on many issues that were stated during the MSD tragedy because staff did not properly vet the information prior to releasing it to the public. SMART program information is out of date by the time I receive quarterly updates and pertinent information is not provided to me by you or your staff in a timely manner, specifically SMART monthly and quarterly information.

That is the entirety of Murray’s comments in that section. Ultimately, however, she rated Superintendent Runcie as “Effective” in that category. It is difficult for this Grand Jury to square her rating with those comments. Throughout the seven-year period of evaluations we examined, a large proportion of these comment sections were simply jargon-laden encomia, but some did contain mixtures of praise and criticism. Regardless, it was rare for any written censure by these five Board members to be accompanied by the lower marks of “Needs Improvement” or “Ineffective” in the actual evaluation categories. Suffice it to say that it is difficult for this Grand Jury—knowing what we know about the District’s struggles—to view the yearly evaluations of these Board Members as actual sober assessments of the Superintendent’s leadership acumen. Our distinct impression after reviewing all of these evaluations is that these Board Members are

reluctant to write anything critical at all, and even where they do have critical comments, those comments are rarely accompanied by lower numerical ratings.

And then there is Patricia Good, whose evaluations of Superintendent Runcie never wavered, year after year, and by “never wavered” we mean that she literally reuses the same comments over and over. For example, Good’s evaluations in 2015, 2016 and 2017 opened with the exact same verbatim comment: “I am confident the Superintendent will continue to have a strong leadership role in the creation of initiatives that will improve student achievement and move the District forward in a positive manner.” In 2018, Good reformatted slightly, stating that “I am confident the Superintendent will continue to work with all stakeholders in the creation of initiatives/measures that will further improve student achievement while ensuring the safety and security of staff.” Finally, in 2019, she changed it a little more, stating that “I believe the Superintendent will continue to diligently work with all stakeholders to ensure positive outcomes with student achievement while advancing safety and security measures throughout our District.”

We found a similar pattern in the various subsections of Good’s evaluations. For every year we looked, the “Leadership/Management” subsection of these evaluations included some linguistic variation of a demand that the Superintendent “hold staff accountable” and “ensure” “policies” are “followed throughout the District”. In 2017, Good began her “Effective Communication” section with the observation that “[t]he Superintendent is a constant presence in the community.” Thereafter, the phrase “[t]he Superintendent continues to be a constant presence in the community.” opened this subsection of her evaluations for the next three years. Similarly, the “High Quality Instruction” sections for 2015, 2016, 2017, 2018 and 2019 opened with the comment that “[t]he Superintendent has continued to implement a variety of measures to improve overall student achievement[]” and closed with an exhortation to either assist ESE students or

“promote programs that encourage mutual respect and address social emotional learning.” While none of Good’s critiques or comments—taken in isolation—are necessarily misinformed or misplaced, the overall effect of reading the same recycled sentences in the same sections year after year leaves this Grand Jury with the distinct impression that she does not take these evaluations or her role in them seriously.

Frankly, we can understand why these evaluations look the way they do. The Broward Workshop—a politically active club of business owners who often donate generously to the campaigns of local school board candidates—has made it crystal clear that one of its “2021 Top Goals” is to “[s]upport continuity of leadership at Broward County Public Schools[,]” which it plans to accomplish specifically by “engag[ing] with School Board Members” and “[c]ollaborat[ing] with community partners to enhance the School District’s reputation”. According to a slide presentation the Workshop gave to its membership on April 7th, 2021, the sole measure of the Workshop’s success endeavor would specifically be whether “Bob Runcie remains Superintendent”.

Superintendent Runcie himself is, in fact, a member of the Broward Workshop, and testifying witnesses from that organization were open about their determination to regularly meet with local school board members in order to see that Runcie is retained as Superintendent. These same witnesses admitted that they engaged in substantial community outreach in 2019 to drive individuals and community organizations to publicly comment when the Board met to deliberate on Lori Alhadeff’s motion to terminate Superintendent Runcie, and that the Workshop’s Education committee privately interfaces with local school board members multiple times per year on matters of interest to the Workshop. When asked about these private meetings, one testifying Workshop member declared that those conversations were “off the record”, and had to be reminded of the

legal obligation created by this Grand Jury’s Subpoena Ad Testificandum before finally disclosing that the Workshop members did indeed make this Board member aware of the organization’s priorities, including Superintendent Runcie’s retention.

Section 11.045(1)(e), Florida Statutes (2020), defines “lobbying” as “influencing or attempting to influence legislative action or nonaction through oral or written communication or an attempt to obtain the goodwill of a member or employee of the Legislature.” While no member of the Broward Workshop can fairly be called a “lobbyist” because they are not paid outright for their “outreach” to Board members, it is obvious to this Grand Jury that these members are engaged in an active effort to influence the executive and quasi-legislative functions of the School Board in any number of areas, including the preservation of Robert Runcie as Superintendent. They are brazen about supporting Board members who align their own votes and statements with Workshop priorities, just as they are very clear about *not* supporting those who do not. Influential Workshop members testified that they had financially supported Donna Korn, Heather Brinkworth, Patricia Good and Rosalind Osgood, but had *not* supported Lori Alhadeff, and would “absolutely not” support Nora Rupert. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

But it is through the lens of this lobbying effort that one can begin to make sense of the actions of Board members. Why should Ann Murray waste her own time reading RSM's analysis of the District's roofing subcontracting procedure if the contents of that report have no chance of influencing her vote? Why should Patricia Good waste time coming up with original comments in her evaluations from year to year if she knows that the Workshop's opinion of the Superintendent's performance, not her comments, are the metric by which Superintendent Runcie will be released or retained? Why should Donna Korn exercise her substantial experience in commercial real estate to analyze the District's SMART Bond foibles when that analysis may put her at odds with influential Workshop members who regularly interface with her and contribute to her campaign?

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[REDACTED]



We could go on, but suffice it to say that this relationship seems to be fueling much of the disagreement and intransigence between the District and the Board. It is clear to this Grand Jury that Robert Runcie, for whatever reason, has the ear of influential power brokers who are more than happy to exercise that power to influence Board members to retain him.

### Recommendations

This Grand Jury believes that the problems at BCPS, specifically those within the SMART Bond Program, are the responsibility of the School Board of Broward County. We believe the Board, through fraud and deceit, has mismanaged the SMART Bond Program, a multi-million-dollar bond specifically solicited for school safety initiatives, and will continue to mismanage that program if nothing changes. We fully understand that the Board is an oversight body, with an appropriately limited role in the actual management of the District. We also understand that even though there are nine individuals that make up the Board, the actions and decisions of the Board are determined by whatever the majority decides, despite any one member's best intentions. The Nineteenth Statewide Grand Jury stated in its Final Report that "[b]ut for the Constitutional mandate that requires an elected School Board for each District, our first and foremost recommendation would have been to abolish the Broward County School Board altogether." We, too, seriously considered making that same recommendation based on the current Board's ongoing mismanagement of the SMART Program. However, we have reviewed Article IV, Section 7 of the Florida Constitution, which grants the Governor the authority to suspend a school board member for "malfeasance, misfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony", and we cannot, in good conscience, recommend suspension of Board members who we do not believe fit these criteria.

However, we find that Board members Patricia Good, Donna Korn, Ann Murray, Rosalind Osgood and Laurie Rich Levinson have engaged in acts of incompetence and neglect of duty. We recommend that the Governor remove them from their elected offices as members of the School Board of Broward County. Nora Rupert and Lori Alhadeff have served on the Board for eleven and two years, respectively. They have participated in the management of the District along with their colleagues during that time. But they have not neglected their duties in this fashion. They have diligently attempted to hold the Superintendent and the rest of the District accountable. To any unbiased observer, it should be obvious that their attempts to hold the Superintendent and his District staff accountable have been routinely and openly thwarted by the majority of the Board—the very same majority we seek to remove from office. As for Sarah Leonardi and Deborah Hixon, they were sworn into their seats as Board members in November of 2020. They have not participated in the misdeeds of their peers and we have no further comment about them.

Change at the top alone will not cure Broward County Public Schools. Patricia Good, Donna Korn, Ann Murray, Rosalind Osgood and Laurie Rich Levinson need to go, as do their two employees, Superintendent Robert Runcie and General Counsel Barbara Myrick, both of whom this Grand Jury has recently indicted for felonies related to their appearances before us. The criminal transgressions of Robert Runcie and Barbara Myrick are not the fault of the Board. However, the permissive atmosphere that the Board has created for its two employees, coupled with its unwillingness to hold these employees accountable, have certainly emboldened their unacceptable behavior. A fish—as it is said—rots from the head down.

We believe the imperious attitude of this collective is aptly encapsulated by the testimony of Board member Donna Korn who, when questioned regarding accountability, had this to say:

Q: [T]he phrase you used was that, if individuals in roles of authority are not able to meet expectations, we should identify what improvements need to be made and institute methods to ensure expectations are met.

A: Yes.

...

Q: You were comfortable holding Mr. Runcie to that standard?

A: Yes.

...

Q: Are you comfortable if that standard is applied to the school board?

A: I don't believe that that is appropriate.

*Au contraire.* It is not only appropriate, but long overdue.

Even with these Board members gone, the District's leadership will still be plagued by individuals who have worked in an atmosphere where the putative leaders view themselves as above all judgment, where the word accountability is meaningless, and the only real problem is "the media." They do not know how to look internally, find and fix problems. Some of them have been named in this Report, but others have not. They must also go.

Broward County Public Schools is a school district full of hardworking employees, bright and engaged teachers, and 260,000 students who deserve the best from our community. We owe it to the teachers and students to install leaders that will root out the long-time employees who have been corrupted by the culture of the District. No matter who sits on the School Board of Broward County and no matter who serves as their Superintendent, those individuals must conduct a deep and thorough housecleaning of the District's administration.

**WHETHER SCHOOL OFFICIALS VIOLATED—AND CONTINUE TO VIOLATE—STATE LAW BY SYSTEMICALLY UNDERREPORTING**

## INCIDENTS OF CRIMINAL ACTIVITY TO THE DEPARTMENT OF EDUCATION.

In areas throughout this State, our children may be attending schools that are lying to us about how safe they are. They are doing so in some cases willfully and intentionally. We bring you this warning in hopes that you share our desire to prevent the development of conditions in which a tragedy such as the MSD shooting could ever happen again. The Supreme Court of the United States has held that:

“The primary duty of school officials and teachers . . . is the education and training of young people. A State has a compelling interest in assuring that the schools meet this responsibility. Without first establishing discipline and maintaining order, teachers cannot begin to educate their students. And apart from education, the school has the obligation to protect pupils from mistreatment by other children, and also to protect teachers themselves from violence by the few students whose conduct in recent years has prompted national concern.”

New Jersey v. T.L.O., 469 U.S. 325, 350 (1985) (Powell, J., concurring).

The notion that students have a constitutional right to an education unencumbered by threats to their physical safety was established decades ago. Awareness that a small number of students might commit offenses resulting in a severe disruption of the learning environment for others is hardly a new phenomenon, and there is no evidence, unfortunately, that today’s students have magically become 100 percent better-behaved than those of past generations. Our legislature has decreed, however:

Public school students *shall* be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students[.]

Section 1002.20, Florida Statutes (2020) (emphasis added), and that

[w]hen knowledgeable of the likely risk of physical violence in the schools, the *district school board* shall take reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

Section 1003.32(9), Florida Statutes (2020) (emphasis added).

Our experience has convinced us, as set forth herein, that although most Districts manage to comply with the Constitution and statutes, some local school boards have utterly failed to follow this mandate, and furthermore have no intention of doing so. The price of this abject failure should be their removal from office.

Dozens of witnesses (expert and otherwise), terabytes of documents and data, months of testimony, and incalculable numbers of questions have occupied our time in the preceding months, and we believe our conclusions to be both well-founded and reliably-sourced. Concealing the fact of the existence of negative and/or criminal behavior, whether as an inadvertent consequence of misguided policies or as a direct result of intentional malfeasance has, unfortunately, become a disturbing pattern in Florida's schools in more recent years. We have referenced this lamentable fact in prior reports, and make a fuller explication of it here. We believe this behavior to be a festering blight on our state's schools, and we sincerely hope that the sunlight of public condemnation will serve as at least a partial disinfectant.

*“Truth will ultimately prevail where there is pains taken to bring it to light.”*

- George Washington.

In our Second and Third Interim Reports, we documented instances of misbehavior committed by—according to testimony and data we received—less than 5 percent of the population of a given school system. In many cases, the number was actually less than 2 percent. Yet we have also reviewed policies, “Memoranda of Understanding,” and training materials which seem to suggest that accurately reporting and documenting this behavior is somehow tantamount to opening a “pipeline to prison.” Alliteration may make a slogan easily repeatable, but good policy does not come from sloganeering. We prefer to be guided by data and evidence and, unlike some Districts (see the discussion regarding Broward County herein), we sought the data *before*

arriving at a conclusion, rather than determining a position first and then either “locating” or manufacturing evidence to support it.

Data from the Department of Education reflect a that there are more than 2.7 million students in Florida schools in any given year. The Department’s data show a total of 71,246 School Environment Safety and Incident Reporting (SESIR) incidents of all types reported during the 2017-2018 school year (the data is representative of other years we examined, with small variances). Approximately one-third of those (23,444) were forwarded to law enforcement. Yet there were only about 7,800 actual school-based arrests—meaning that less than *one-fifth of one percent* of students were arrested for *all offenses combined*. Moreover, these figures show that even if a student commits a SESIR offense, barely 10 percent of SESIR incidents result in arrest.

This data is hardly reflective of a “pipeline.” We therefore find it hard to accept claims of massive overreaching by law enforcement. We do not dismiss the dangers of improper police conduct (indeed, this Grand Jury has exposed criminal conduct by a police chief); but we must likewise acknowledge that (just as was true when the U.S. Supreme Court examined the issue decades ago), only a very small fraction of Florida’s students are ever actually arrested for anything *school-related*. Further, examination of Department of Juvenile Justice data shows that many of the arrests which *are* made are for violent and/or felony crimes (in FY 2018-2019, for example, there were 1,176 Aggravated Assault/Battery arrests, 1,441 for Assault/Battery, 483 for weapons/firearms, 223 for Burglary, 111 felony sex crimes, and 68 Robberies). Most sizeable Districts report less than 3 arrests per 1000 students—or a 0.3 percent arrest rate.

We do, however, enthusiastically support legitimate efforts to reduce even that small number; Districts which *authorize* rather than *mandate* diversion programs in lieu of arrest (civil citations, specialty courts, etc.) should do so where they can *actually be shown to reduce criminal*

*behavior.* Yet we have encountered almost schizophrenic messaging when examining some such programs; for example, Broward County’s “PROMISE” program’s training materials state both that it is a “mandatory program” and that the program “is not intended to limit the discretion of law enforcement.” Whether it intends to or not, making something “mandatory” necessarily limits discretion—a decidedly inappropriate result. To make matters worse, this is often accompanied by directives (explicit or otherwise) to principals and law enforcement officers that if they wish to remain employed, they will “get those numbers down.” Indeed, in 2016, Department of Juvenile Justice reported that “[a] quick comparison of Department of Juvenile Justice and FDOE school-related arrest data shows that many such arrests are not being reported by schools,” and the school-reported data was regularly as little as *one-fourth* of the Department of Juvenile Justice total. Our experience has been no different. Time and again, we heard about efforts by Districts to minimize the number of arrests reported *despite the fact that the number of incidents, particularly injury-related incidents, has continued to rise.*

School Districts, particularly their elected Boards, often decry what they see as State interference with local control. Yet time and again we have seen evidence that School Districts actually outsource policymaking in this area to special-interest groups, many of whom are based in other states or Washington, D.C. With all due respect, we do not find that the school systems of places such as Detroit, Chicago, or the nation’s capital are models worthy of emulation here in Florida, nor do we think activist organizational talking-points should hold sway over citizen concerns and the safety of students, teachers, and staff. Where our legislature and governor have been forced to intervene to correct these errors, including legislation currently pending, we are glad they have had the courage to do so. We recognize that some currently pending legislation is

also an effort to correct some of these ongoing issues, and we express support for efforts such as current House Bill 7035.

Further, as we have said before, a significant contributing cause of the problems in this particular area arise from attempts by board members and administrators who have zero education, training, or practical experience in law enforcement to nonetheless behave as though they are the fountain of all knowledge when it comes to the policy and practice of law enforcement in schools. As Albert Einstein put it, “the only thing more dangerous than ignorance is arrogance.” We doubt these self-styled illuminati would tolerate a School Resource Officer critiquing a Chemistry syllabus; yet, the autocratic conceit displayed by these pompous professorials focuses on subverting the ability of law enforcement to accurately assess and respond to student behavior. This culminates in efforts to mask even benign (albeit unflattering) data—placing students at greater risk. We remind these individuals of Section 1006.13(2), Florida Statutes (2020) which, in its current form, states that “[e]ach district school board shall adopt a policy of zero tolerance that . . . *Minimizes the victimization of students, staff, or volunteers, including taking all steps necessary to protect the victim of any violent crime from any further victimization.*” (emphasis added). This statute is clearly not being followed, as is clear from examples such as Broward County’s Behavior Intervention Programs or the activity going on in some Apopka schools (both discussed herein).

#### The Florida Department of Education

We previously described the role of FDOE and its Office of Safe Schools in our Second and Third Interim Reports. Most recently, we have observed our legislature increase funding as well as oversight/penalty capability for that agency, and we express our support for that legislation. The Department, however, should strongly consider updating one of its administrative rules and



changing its process for getting assistance from other agencies during the rulemaking process. We refer specifically to Rule 6A-1.0017. The Department did not “ensure that SESIR definitions mirror Florida’s criminal statutes” as directed by the Governor (though the Department *did* make some changes which hew the definitions more closely to their Florida statutory counterparts). Further, the Department, in revising these definitions, did not seek input from the Attorney General, State Attorneys, judges, or any other criminal law practitioner. Instead, they obtained a list of statutes from FDLE and constructed the definitions themselves.

Also included in the Rule is some troubling phraseology: “In order to determine whether an incident must be reported to SESIR . . . where the incident was carried out by a student, [the reporter must consider if] the student had the capacity to understand his or her behavior and the inappropriateness of his or her actions.”

This language again sets up a situation we have previously criticized: It erroneously conflates the notions of reporting an incident and the disposition or outcome of an incident, and it requires teachers and administrators who observe behavior to essentially act as psychologists or psychiatrists, and make a determination of “capacity” which even in Florida’s courts almost always requires the efforts of multiple experts and a judicial hearing. Just as school administrators are not qualified to be, and should *not* be, determining whether an incident is criminal (and thus reportable to law enforcement), they lack the qualifications to make what amounts to an on-the-fly competency determination, and should not be tasked with doing so. The *outcome or disposition* of an incident may well be affected by things such as disability and lack of intent (just as is the case with crimes committed by unwell persons); however, that does not mean that the incident did not occur, and *if it did occur, that fact should be reported.*

To see the potential pitfalls created by such loose language, one need look no further than the testimony we received about a 2021 incident in Hillsborough County. There, a student was overheard saying that it would be “cool” if someone were to emulate a pop song describing a criminal shooting schoolchildren by “rampaging through the school” while playing the song itself over the school’s PA system. The student admitted to school administrators that he made the remark, but these administrators decided that the incident would not be reported either to SESIR or law enforcement because the student claimed he was joking. FDLE was informed by another person, however, and they investigated, learning that the student’s father had multiple firearms (fortunately, safely locked and stored away in the home) and that the remark had been made in front of a number of other students. They also interviewed witnesses, investigated the student’s social media and checked for criminal, discipline, and mental health history. Ultimately, they concluded no arrest should be made. But they did so only after investigating, which is something the administrators who chose to conceal the incident did not do, were not trained to do, and could not have done. We cannot condone outright concealment of activity, such as this.

In addition, the FDOE and its Office of Safe Schools should take care to ensure the guidance they post on their respective websites is current and accurate: we learned that until very recently, old (2014) memoranda from the United States Department of Justice, which had been explicitly revoked by that agency years ago, were still being provided as “guidance” to Florida schools. By and large these are simple and straightforward fixes, and we ask that the Department of Education make immediate corrections where necessary.

#### Duval County

This Grand Jury has catalogued the litany of issues plaguing Duval County in a separate Presentment as well as our Second and Third Interim Reports. Further, we are informed that one

principal subject of that reporting, the former Chief of Duval County Schools Police, has essentially been offered a diversion disposition in lieu of formal prosecution. Since the end result (removal from office and surrender of law enforcement credentials) accomplishes the goals we sought to achieve, we approve of this outcome. We encourage the citizens of Duval County, however, to review that report and determine whether, even without additional criminal charges, a more thorough housecleaning might be in order. We certainly believe that to be the case.

#### Palm Beach County

We have discussed the problematic approach to the implementation of safety features exhibited in Palm Beach County, and specifically by the Palm Beach County School District Police Department, elsewhere in this document. As with Duval County, we see no need to repeat those findings here, but invite Palm Beach voters to decide for themselves whether they believe the reaction by School District officials to legislation (disfavored by some yet nonetheless codified as the law of this State), which results in the unnecessary expenditure of hundreds of thousands of taxpayer dollars, should be rewarded with continued employment.

#### Orange County

Orange County is one locale where SESIR data (when comparing, for example, incidents reported to disciplines reported) could be considered suspect. While we have not seen evidence of widespread, overt fraud involving reporting as we have in other jurisdictions, we have heard testimony and seen evidence that one area in particular is problematic. The City of Apopka school system appears to make concerted efforts not only to suppress reporting of serious incidents but also actively hamper police investigations.

We have received evidence that the situation got so bad in 2016 that the Apopka Chief of Police and General Counsel wrote a public letter to the Orange County School Board documenting

multiple incidents of teachers and administrators that received complaints of sex crimes (one student-on-student, one teacher-on-14-year-old student), but failed to report the incidents to law enforcement or the Department of Children and Families (DCF). Fortunately, police learned of the incidents through citizen reports, and both perpetrators were arrested.

The situation, unfortunately, did not improve. In 2019, DCF reported to the Apopka Police Department that an elementary student had taken a disabled female child into a bathroom and molested her, despite the school being on notice that the perpetrator was not to be left unsupervised due to prior issues. School administrators, rather than report the matter to police, chose to conduct their own “investigation” (contrary to many of the “best practices” for forensic interviews of juvenile sex crime victims as well as juvenile suspects) and, as a result, compromised the subsequent police inquiry. More concerning, the assigned detective indicated that “this was a perfect example of school staff finding ways to avoid reporting accurately and timely, even changing their paperwork to justify not immediately reporting to the SRO.” The victim’s parents reported that the school actually kept the victim and perpetrator in the same lunchroom daily, even after police became involved. When officers went to discuss the investigation with the principal, Carol Martin, the principal berated the chief investigating officer for bringing a supervisor to the meeting, asserted that she believed she was entitled to be informed about the details of law enforcement investigations, and complained that police did not permit her to be involved in, for example, next-of-kin death notifications.

We also received evidence that in 2018-19, multiple incidents occurred where students physically attacked School Resource Officers and engaged in fights with Apopka police officers. Despite requests from law enforcement to remove these students, they remained in school, and one of them apparently brought a gun to school. Immediately following dismissal, the student used

that gun to engage in a shooting with another student in a neighborhood adjacent to the school. Further, in 2019, one student took video of another using the restroom and published the video to several other students (a felony under Florida law). Once again, administrators failed to report the incident to law enforcement, conducted their own “interviews,” and *actually instructed the perpetrator’s guardian to destroy the video*—negatively impacting any potential criminal case. They also refused to permit the victim to contact the SRO himself to make a complaint. Tampering with evidence is a felony crime in itself, but as yet, the administrators involved have received no consequences. The breathtaking arrogance and ineptitude exhibited by the school administrators in such cases obviously threatens the safety of students and the integrity of the judicial process.

We are informed that this type of incident is not uncommon and that police are often confronted with recalcitrant or outright hostile Apopka administrators who believe that “they know better.” We contrast this with testimony we received from an Apopka teacher who was literally moved to tears at the thought of being expected to conduct what could be criminal investigations for which she felt neither trained nor competent. We also learned that when officers request video of reported crimes including firearms cases resulting in a school lockdown, they are now told to request a subpoena for the evidence through the Orange County School Board General Counsel’s office—hardly an example of cooperation. We also note that is the same General Counsel’s Office which disclosed documents pertaining to our investigation while it was still pending— police would be right to be concerned about their investigations being leaked in such a fashion.

Miami-Dade County

*“It is better to offer no excuse than a bad one.”*

- George Washington

This certainly describes the situation in Miami-Dade County, another of those with problematic SESIR data as reflected by FDOE. We further think that the “District spokesperson” who, in response to one of our prior Reports in which we briefly discussed these matters, reportedly claimed that the “District uses the same definitions prescribed by the State,”) would do well to keep the above-cited words of our first President in mind. We heard from both representatives of the State (Department of Education and Office of Safe Schools) and the Superintendent of the District—and Miami-Dade was most assuredly *not* using the same definitions, and not using them properly in any event. We would further point out that the MSDPSC arrived at the same conclusion.

In particular, Miami-Dade has had incidents wherein schools report hundreds of battery or fight incidents one year and zero the next (note to madame spokesperson: even “correct use of definitions” is so unlikely to generate a result of *zero* as to approach impossibility). For 2017-18, the *entire District* reported *zero* physical attacks, though in bracketing years it reported dozens. Clearly, something is amiss with the veracity of Miami-Dade data. We have not found concrete evidence of intentional fraud committed by specific individuals (as we have elsewhere), but inaccuracies certainly abound and a sea of red flags continues to wave. We would also point out that, though the District claimed it had simply “overreported incidents of fighting,” those numbers have yet to be corrected.

Additional concerns arose when we learned of the District’s 2015 proclamation that it would henceforth not suspend students out-of-school. We were provided with testimony and evidence that the alternative locations, dubbed by the District as “Success Centers,” do in fact succeed in costing millions of dollars for security measures and police officers, but to date the District has provided no documentation of evaluations or data regarding success in improving

either student academic performance or student behavior. More concerning, however, were reports that more than two thirds of those referred to the centers, if they attend at all, do not show up for the entire time prescribed—a phenomenon likewise observed by law enforcement officials at the centers. At most, the truants *might* be marked “absent,” which is certainly ironic: removed from school for misbehaving, they misbehave further yet no consequence is forthcoming (after all, they can’t be suspended).

Formal suspensions, in fact, decreased (in other words, the District’s employees followed the administration’s orders). However, suspension-worthy *behavior* apparently has not, if SESIR and Uniform Crime Reporting data are to be believed. Further, while suspensions dropped in number, the amount of “excessive absence” cases rose by a strikingly similar figure. A charitable interpretation of this remarkable coincidence would be (as the *same* “spokesperson” actually stated in public), that “principals are doing a better job at coding/reporting.” Apparently, the District would have us believe that their principals went from being horrible reporters to magnificent ones in less than a year at the same time as suspensions dropped dramatically.

We are more inclined to consider it another example of data gamesmanship— especially since we heard that the administration, from the Superintendent on down, specifically directed that the safety/discipline data be “scrubbed” before it was transmitted to the Department of Education. Laundering data to improve optics is a familiar theme. The incentives for principals to artificially reduce documented suspensions, in light of the District’s edict to do so, are obvious.

To make matters worse, we received evidence that letters were sent to at least some parents informing them that their child would not be permitted to return to school for several days due to misbehavior including fighting. The word “suspended” was never used; instead, the District essentially said “you don’t have to go home, but you can’t stay here.”

These data points all trend in one direction, as both media and community organizations have pointed out: suspensions are simply being rebranded as “success center referrals” or simple instructions not to come to school, *and thus not reported for SESIR purposes*. We heard from Miami-Dade Superintendent Alberto Carvalho and his response to the above points was to acknowledge that the data appeared problematic. He specifically discussed that administrators required constant training and retraining in SESIR-incident definitions which the District has pursued with help from the Department of Education. We are pleased that, unlike some others, he did not dismiss the obvious concerns out-of-hand and that, unlike District “spokespersons,” he did not offer a palpably absurd excuse; however, we further believe that in 2021, after years of data issues, feeble assurances to “look into the matters” have lost appeal as a satisfactory response.

#### Broward County

*“Broward County Schools are safer now than they have ever been.”*

- Robert Runcie

*“You mustn't always believe what I say. Questions tempt one to tell lies, particularly when there is no answer.”*

- Pablo Picasso

Broward County has provided a cornucopia of examples of an almost fanatical desire to control data and use it to manipulate public perception, including that surrounding safety. The Superintendent (as reflected in his own self-evaluations) and some Board members (in their evaluations of Runcie) are seemingly obsessed with the optics of any situation and the control of public impressions of their activities. The District produces training materials on “Building the Brand” as though the District were all-important while its students were mere commodities, and instructs employees to always consider how situations might affect the *perception* of the District (as opposed to the reality). Board members write fawningly of an increase in Twitter followers



and gush in starry-eyed detail about various interviews given. Runcie devoted *twenty-seven pages* of single-spaced small type in his annual self-evaluations (2015-2020) to cataloging his efforts at narrative engineering, in addition to repeatedly listing the number of “mentions” and “likes” as “strengths.” And yet Board members such as Rosalind Osgood still write in their evaluations of Runcie that the District needs to increase the amount of favorable publicity it receives.

Propaganda, however, is not the same as transparency or success. Citations to “leveraging social media presence” do nothing to obscure the fact that our record is cluttered with instances of school officials either passively (for example, including specifically-subpoenaed information in a voluminous tranche of nonresponsive or duplicative material) or actively suppressing unflattering information (Runcie admitted that “some administrators shaved their numbers because they felt it would weigh negatively on how they are perceived if crime appears too high.”). It is obvious to us from all this evidence that Runcie and his Board supporters are more interested in getting people to view them favorably than virtually anything else.

The hostility to accurate safety reporting can be seen in a variety of circumstances. For example, Runcie proudly included in one of his annual self-evaluations that he had made “10,135 court appearances” on behalf of students. Under no circumstances could this number be accurate; there simply are not enough court days in the year. Further, the size of that number bespeaks a more pressing question: what, exactly, were Broward students doing to require 10,000 court appearances? Broward County has never reported even half that number to law enforcement, according to the District’s SESIR data (for which Runcie is statutorily responsible), so we are confronted with two diametrically opposed claims from the same source—in other terms, someone speaks with a forked tongue.<sup>20</sup>

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<sup>20</sup> The District often attempts similar semantic games in reporting other statistical “achievements.” For example, multiple press releases tout the District’s “improved graduation rate to 89%”—a positive development, in a vacuum.

We received evidence that at a January, 2018 meeting of the 17th Circuit Juvenile Justice Advisory Board, District administrators advised the Board members that General Counsel Myrick was training administrators that if police showed up at a school with a warrant for the arrest of a student, they were not going to be permitted inside the school and that the student's presence in the school would not even be verified.<sup>21</sup> The subject came up again at a later meeting and the minutes of that meeting disclose that "Mr. Watkins responded that if someone is coming to inquire about a child for a non-school related offense that does not pose an immediate threat to the safety of the school, the agency will be redirected to make that request through other channels within the school." Horrifyingly, that meeting occurred on February 14, 2018, at 3:00 pm. No one should need reminding that this is the very date of the MSD catastrophe. In other words, *within an hour* of children being massacred in school, District officials were celebrating a policy that *actively discouraged* the presence and lawful performance of duty by police officers in Broward schools.

This, of course, is the same David Watkins who summoned Runcie's supporters to the school board meeting at which his termination was on the agenda.<sup>22</sup> He did so by sending an email claiming Runcie's opponents used "vile language" not seen "since desegregation orders were enforced"—an intentionally inflammatory charge for which there appears to be zero factual

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However, missing from the reports is the fact that while Broward's graduation rate has risen, the same has been true all over the state, and the District actually lags in graduation rate improvement when compared with the rest of the state including other large Districts. Broward's improvement from 2015-2020 is actually a percentage point *less than the state average* for that time period. The District, however, would prefer to tell only half the story.

<sup>21</sup> Myrick testified that she was referring specifically to an unspecified "Department of Justice" memorandum of some sort from "not the prior administration, but the one before," which discouraged federal immigration authorities from serving immigration detainees at schools. She also was very clear that she did not feel that school "should be a law enforcement place."

<sup>22</sup> This was not the only instance of District personnel acting well outside the permissible scope of employment to enhance Board support for Runcie; we received evidence of another employee who appeared at a fundraiser advertised for support of Board Member Donna Korn and two candidates opposing Board Members Alhadeff and Rupert (both Runcie critics at times). The employee was soliciting attendees to apply for minority-owned business contract work with the District.

evidence. It is the same David Watkins who administers the “Behavior Intervention Program” and “Juvenile Justice Educational Transition and Support” efforts, aptly characterized as “jail-to-school” programs which can, or in some instances have, resulted in individuals with pending felony cases, serious behavioral records, or even, according to one 2017-18 program handbook, “students *convicted of* a serious crime such as: rape, murder, attempted murder, sexual battery, or firearm related” crimes *back into the schools, including mainstream schools from which their behavior caused their removal.*<sup>23</sup> When he appeared before us, Watkins was remarkable for one thing: his utter inability to directly answer the most basic of questions. He dissembled, gave nonresponsive and obviously-rehearsed answers, and demonstrated that if he is representative of Runcie’s top administrators, the District is in dire straits indeed.

District officials often behave as though they have no interest in even knowing the realities of its schools, reminding us of nothing so much as the proverbial flock of ostriches burying their heads to avoid confronting reality. We learned that for more than 20 years, Broward County had been conducting an annual district-wide student survey which, among other things, questioned students about their perception of their physical safety in school. The year after the PROMISE program began, the District stopped publishing the results of that survey; a year later, they stopped administering it altogether. Superintendent Runcie admitted that this had been done, but denied knowing why.

In February 2020, when the administration became alarmed at the high number of students leaving the District (taking their revenue with them), District personnel asked 41,000 parents why they were leaving. More than 40 percent of respondents indicated that they felt the schools were

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<sup>23</sup> Runcie, for his part, claimed only superficial awareness of the nature of the former, and zero recognition of anything to with the latter, including the title; we are not certain whether we are more dismayed if we accept this statement as true, or if it were exposed as merely another falsehood; neither would be acceptable.

unsafe (#2 answer), undisciplined (#4 answer), and lacking in leadership (#7 answer). When asked what qualities they were looking for in a new school, over 90 percent responded they desired a safer environment, and about 80 percent cited “stronger discipline” and “stronger leadership.” Runcie and Board members Good, Korn, Murray, Osgood, and Levinson all remembered the results being published to the Board in a PowerPoint presentation, but none recalled any further action being undertaken with regard to it.

In August, 2019, the Broward Teacher’s Union published an anonymous survey of thousands of its members regarding the climate of the schools, including many questions about physical safety and discipline (or lack thereof). To say that the answers contained in that survey paint a damning picture of the District is perhaps to understate the matter; teacher after teacher complained of physical attacks by students, outrageous behavior and offenses, weapons, fights, threats, and repeated frustrations with the lack of any meaningful concern or follow-up by administrators when the victims dared to make their concerns known. Sometimes, students who physically attacked teachers were back in the class the next day. Some staff reported fearing retaliation for providing information which reflected poorly on the District.<sup>24</sup> We have thoroughly reviewed this survey, and we urge our fellow citizens to likewise do so; based upon the testimony we have received, these concerns are not unique to Broward County.

In response, Runcie wrote to the president of the union demanding that she provide the identities of the individuals who had provided these narratives (a demand rightly ignored) and swearing that he would convene a special committee to investigate and respond to the issues, which

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<sup>24</sup> This concern was not unfounded; when two local reporters deigned to publish information about the MSD shooter which the District had ineptly permitted to be released despite a court having ruled the information could be redacted, the District responded by filing a Motion (unsuccessfully) to have the reporters held in contempt of court (and thus subject to jail terms and fines). Rather than own its mistaken release of embarrassing information regarding how the District had treated (more accurately, did *not* treat) the shooter, the District (in the person of General Counsel Myrick) opted to attempt to bully those who exposed it—a recurring theme of wishing to control optics rather than accept unflattering facts.

would have a very specific and short mandate and would provide resolution and proposals within 120 days of its investigation. That was August of 2019. The Committee was not even convened until December of 2019 (strangely, after this grand jury began inquiring about it) and met once in December 2019, once in February 2020, and possibly briefly in March, 2020. It never produced reports, and according to Superintendent Runcie, its members now work on COVID-19 related matters. Bluntly put, the lip service paid by Runcie and the Board to “safety concerns” appears, as Shakespeare noted in *Macbeth*, to be “full of sound and fury, signifying nothing.”

No discussion of the Broward administration’s collective attitude toward school safety and relentless efforts to control data and optics would be complete without at least some mention of its PROMISE program. PROMISE is an acronym, the first two letters supposedly standing for “Preventing Recidivism.” However, we received evidence that, when initially enacted, the program permitted an individual to commit four violations per year (possibly more depending on principal discretion), and this “clock” was reset every school year. Permitting individuals more than a dozen “second chances” does not strike us as doing anything to “Prevent Recidivism.” Further, Superintendent Runcie himself testified that unless an individual committed the *exact same* infraction in that same year, he was not considered to be a reoffender—a definition of “recidivism” heretofore unknown in the criminal justice field. Fortunately, over the years, the legislature has intervened, changing Florida’s statutes to restrict the types of offenses eligible for such programs. PROMISE has been changed, albeit clearly begrudgingly, to comply with Florida law. We reiterate here our support for the idea of diversion programs—and also our condemnation of decisions to include offenses or create loopholes which unnecessarily and inappropriately distort these programs, rendering them bloated, counterproductive, and useless as a form of behavior correction or safety enhancement.

When it comes to the results of the District’s policies, we find that once again the data belies the District’s narrative. SESIR and UCR data show that, even though student enrollment has steadily declined, incidents have gone up (usually by more than 20 percent per year), including incidents requiring law enforcement involvement and those resulting in injury. They have risen *every year since 2015* (we did not examine data prior to that). Runcie attempted to suggest in his testimony that this was a positive thing, in that it might reflect accurate self-reporting; we reject this spin and point out that the data are uniformly trending in the wrong direction *in spite of and perhaps because of* attempts to divert incidents from accurate reporting—a lack of real consequences surely emboldens other would-be wrongdoers, as numerous witnesses have explained to us.

Further, Superintendent Runcie himself has been less than candid about the PROMISE program and its applicability to perhaps its most notorious referral, the MSD shooter. On multiple occasions, in widespread public appearances and commentary, Runcie loudly, repeatedly, sincerely, and angrily assured everyone that the shooter “was never a participant in the PROMISE program. There’s no connection between [the shooter] and the district’s PROMISE program.” This was not accurate. While the shooter had perhaps not been referred while in school at MSD, he *had* been referred before—and had failed to attend, for which there is no documentation that he received any consequences. This is not to say that the program had any direct relationship with the massacre; rather, the reflexive defensiveness exemplifies a larger and more disturbing trend: when Superintendent Runcie’s policies are questioned, his response is to say whatever he believes will end the questioning, whether or not it is true.<sup>25</sup>

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<sup>25</sup> Runcie often touts what he claims are positive academic results, and did so before us as well. If accurate, advances in academic achievement are an unqualified good. And yet, as Einstein remarked, “whoever is careless with the truth in small matters cannot be trusted in important affairs.” In our examination of Board proceedings, workshops, and evaluations, we have yet to see Good, Osgood, Korn, Murray, or Levinson even ask for explanation, let alone

We also feel compelled to expose the ridiculous canard advanced by the District (in a public memorandum from General Counsel Myrick) that PROMISE was not a diversion program, despite the fact that the District had proudly been calling it that since at least 2013. In 2019, the legislature modified section 1006.13 regarding the sorts of offenses which required reporting; the Broward administration did not like this change.<sup>26</sup> In her memo, Myrick described statutes touching on diversion programs. Specifically, she wrote that “Section 985.12: this statute describes the civil citation program.” That statute, however, specifically covered “Civil citation *or similar prearrest diversion programs.*” The legislative bills regarding this statute were well in progress when Myrick wrote her memo in March 2019. The statute became effective in June of 2019. However, even the old version specifically referenced “or other similar diversion programs” and both versions discuss misdemeanors being reported to the Department of Juvenile Justice even if diverted. Accordingly, the reference in Myrick’s memo to this statute intentionally omits a significant portion of it, which materially affects the meaning ascribed to it by Myrick. We would note, also, that to date there has been no change in the District’s asserted position.

The matter caused real-life consequences because Broward County began lumping both criminal and non-criminal episodes into the PROMISE program. Because of this, Broward County, for a period of somewhere between four and six months in 2019, *ceased reporting altogether any data to the Department of Juvenile Justice for those students who were referred to PROMISE for a crime.* This contravenes state law. Broward County claimed that because PROMISE also contained data for noncriminal infractions, it was “overreporting” to the

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challenge, the data put forth by Runcie’s administration. Given the litany of falsehoods in other contexts, the obvious problems with SESIR data, and the obsessive focus on propaganda, we do not blithely accept any of Runcie’s representations as accurate beyond question.

<sup>26</sup> Indeed, rather than accept the change, for the 2019-2020 school year the Administration was still providing training materials and powerpoints citing the old version of the statute. These trainings were done for all schools, by Nordia Sappleton, another of Runcie’s top administrators.

Department of Juvenile Justice and decided to “correct” this by reporting *nothing at all*. The District, of course, had created this situation itself by expanding the PROMISE program to encompass both types of infractions in response to the change in the statute. We are told that the District now transmits the data, but that it has not ever gone back to correct the months-long gap in reporting.

For his part, when confronted about this matter, Superintendent Runcie literally rolled his eyes and remarked “oh, yeah, everything’s a crime.” He appeared not to have understood the difference between diversion for non-criminal incidents (smoking, disrupting class, etc.) and those which were in fact criminal (theft, vandalism), and that Section 985.12, Florida Statutes (2020) would clearly make any alternative sanction for actual crimes a “diversion program”. If he indeed was surprised, we were not.

We feel this conclusion is bolstered by the fact that this matter had been explained to other administration officials by the MSDPSC chair more than a year ago in a public hearing:

“I think what’s getting lost here is the bifurcation between student misconduct for behavior and alternatives to suspension. . . versus alternatives for crimes. . . if they are getting something other than arrest for committing a criminal act, it’s a diversion. You can call it whatever, you can put any label you want on it, you can call it by any name, you can spin around nine times, you can pretend its not, but it’s a diversion, period, end of story.”

Another MSDPSC member put it more bluntly:

“If your lawyers are still sticking with the supposition that the PROMISE program is not a diversion program, and at the same time, you’re diverting criminal conduct through the PROMISE program, go back and tell them to figure out their opinion correctly because it’s not ethical and its not accurate... that flies in the face of all common sense. So help us help whoever is making that decision at Broward County. You help us. *Have the superintendent help us to stop them from embarrassing themselves.*”

(Emphasis added). That meeting was on June 4, 2019. Superintendent Runcie appeared before us in March of 2021, and still tried to put the same spin on the matter here. General Counsel Myrick



appeared in April of 2021<sup>27</sup>, and did the same. They and the District were wrong then, are wrong now, and apparently remain content to continue “embarrassing themselves.”

This appears to be a recurring theme with Myrick. She has—by her own admission—no law enforcement or criminal law experience. She routinely conducts—by her own—“research” on issues of significant import for safety matters, and issues what amounts to binding legal directives to administrators. Yet, time and again, her advice creates problems rather than solving them. For example:

- She issued her “PROMISE memo” and appears to have intentionally omitted vast sections of Section 985.12, which even unlearned eyes can see explicitly refer to “any similar” program which “diverts” misdemeanor (criminal) behavior from arrest to some alternative sanction—leading to (well-deserved) public ridicule of District officials
- She knew full well that the District, based upon her opinion, was failing its statutory duty to report to the Department of Juvenile Justice (indeed, when asked, she did not know if the reporting had resumed or not) and has failed as of yet to correct her memo;
- She issued a similar (but unwritten) list of “reservations” regarding the City of Coconut Creek’s request to use a passive-alert canine (handled by the same officer who personally apprehended the MSD shooter) to sit at a school and sniff the air to possibly detect firearms. She asserted this dog was the “first of its kind” at a public workshop, and conceded to us that she was unaware that canines of this nature have been so employed for decades; she further admitted under questioning that her research was done on “drug dogs” searching specific individuals or lockers rather than passive-alert situations. Further, she claimed at a workshop on the matter that there was “no need” for the canine due to very few firearms

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<sup>27</sup> Myrick had appeared before us on a prior occasion, at which we were forced to chastise her regarding her office’s dilatory fulfillment of records requests and failure to timely comply with subpoenas.

incidents in the schools, yet admitted here that she is aware Broward Schools have multiple firearms incidents on an annual basis.<sup>28</sup>

Myrick's memory appeared conveniently opaque when it came to answering questions about her conversations with other witnesses we heard from, and she appeared quite "forgetful" about meetings and phone calls she has had as recently as two weeks ago. Her legal analyses appear to suffer from the same infirmities as her recall.

In yet another of Myrick's misadventures, she exemplified the District's penchant for targeting those who would dare hold it to account. In 2018, the District commissioned a firm (CEN) to create a report (for \$60,000.00) on the MSD shooting (and to "assist the district in litigation."). The District elected to publish that report, with sections redacted at the order of a Circuit Judge. However, the District did such a poor job redacting the document that the redacted materials were readily viewable—and several members of the public tipped off some news reporters to that fact. The reporters published the material, *which included findings that the District not only failed to adequately counsel the shooter about his options for special education but did not honor his subsequent request for assignment to a special needs school.* These facts and others likely constituted a violation of FERPA, a federal statute with which the District should be intimately familiar, as they routinely invoke it in the name of student privacy to avoid releasing data and other information to law enforcement. Rather than simply admit her office's error, Myrick filed a motion to have the reporters held in contempt (which could have resulted in fines, jail time, or both) simply because they lawfully published the information the District had so ineptly permitted to be available—and *testified that she did so in her client's name without their knowledge or permission.*

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<sup>28</sup> We received testimony that there have been dozens of such incidents as reflected in the SESIR, UCR, and DJJ data; we also learned that even some of Florida's theme parks employ firearm-alerting canines.

The Motion was, of course, denied—but this is one more example of the lengths to which Runcie, Myrick, and other District officials will go to “burn the witches” who might dare expose them.<sup>29</sup>

[REDACTED]

Finally, we must discuss how the District’s approaches to dealing with law enforcement, administering its construction projects, and attempting to manipulate public perception can be

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<sup>29</sup> Myrick admitted doing essentially the same thing recently when members of the BTU resisted the District’s decision to force them to return to work in person. Myrick collected photos, stories, and other material from the social media pages of the teachers (according to BTU, non-public pages) and forwarded them to the District’s private law firm to use to embarrass the teachers in the arbitration hearing.

viewed in the context of tragedy. We begin with Runcie, in 2013, leading the opposition to state legislation that would have created a special taxing district to provide funds to enhance safety and security in Broward schools. Runcie wrote to then-State Senator Sobel (sponsor of the bill):

The School Board has:

- Requested our municipal and county law enforcement to **increase their presence** at our schools. . . .
- Initiated a survey of each school site to determine the needs and costs to **provide further hardening** (e.g., retrofitting windows, doors, installing different locks)...
- Assigned our limited corps of School District Police Officers to **maintain an increased presence at schools** that do not have full-time, dedicated School Resource Officers (SRO's.) . . . .
- Instituted additional training for our School Security Specialists and Campus Security Monitors. The School Board **intends to expand its SRO Program to provide an SRO at each school**. We are currently exploring options for how this can be accomplished in the immediate future.

(Emphasis added). Also according to Runcie's letter, "A special taxing district, if approved by the voters would not generate revenue until 2015. Although more funding is always welcome **the School Board cannot wait, and is not waiting, that long to address its safety concerns.**"

(Emphasis added).

Indeed, if this Board ever had any actual safety concerns, they waited **far longer** than 2015 to address them. Eight years later, as we have described above, it is evident that the District, led by Runcie himself, did everything possible **not** to fulfill the commitments claimed in this letter and that only legislation compelled them to do what little they did manage.

The **real** reason Runcie and his cohorts opposed the legislation appears later in his letter, when he explains that "the legislation, called the 'School Safety Act of Broward County,' **would require establishment of a governing body separate from the School Board** and would be charged with overseeing the SRO Program."

Obviously, external oversight and outside control are things this District has bitterly fought at every possible turn and in every conceivable context, whether it be submission to the Broward County Inspector General or the recommendation of the three prior Grand Juries that have been empaneled to investigate it. Hopefully our reports have given the public an inkling as to why.

Next, we recite here some of the findings of the MSDPSC as expressed in their initial Report (pages 47-52):

4. The fire alarm activated because a beam of light was disrupted by the muzzle flash, smoke from the gun and/or dust created by the ceiling tiles moving from the percussion of the gunshots. No pull stations were triggered or pulled anywhere on campus.

5. The fire alarm in Building 12 triggered the alarm throughout campus. The fire alarm system at MSDHS was immediately activated with no delay, which is not a preferred practice.

....

7. The school district does not allow law enforcement live, real-time remote or independent access to school campus video systems. Law enforcements' inability to independently live view the cameras hindered the law enforcement response and caused safety issues because they were unable to determine if [the shooter] was still in the building. This delay also hindered victim rescue and medical response.

8. All teachers in Building 12 who evacuated their classrooms did so because the first thing they heard was the fire alarm and had not been notified of a Code Red (The Code Red announcement over the PA was not made until [the shooter] had finished shooting all his victims and was entering the third-floor teacher's lounge, which was too late to meaningfully notify anyone.).

9. The fire alarm caused confusion among students and staff in Building 12. Some treated the event as a fire alarm (evacuation) and some treated it as an active shooter situation (hiding in place). As set forth in section 3.2, the lack of a called Code Red contributed to students and staff not treating this incident as an active shooter event and that put students and staff at risk because they used evacuation protocols, not active assailant response protocols.

As we noted above, Runcie and his staff (as demonstrated at the Circuit Advisory Board meetings) were not supportive of law enforcement presence on school campuses (Myrick in

particular expressed hostility to the very notion); they waited until the last possible moment to comply with the Safe Schools Act regarding on-campus guardians (incurring substantial additional cost) and it was more than a year after the Commission's report before the District began allowing some (but still not all) law enforcement agencies to have real-time access to security camera footage. Further, when asked directly by a state Senator whether a "Code Red" had been called, Runcie responded in the simple affirmative. Obviously, the Commission found that was not the case (at least not until it was far too late) and this appears to be yet another example of Runcie giving a convenient, immediate answer regardless of its veracity.

Most striking, however, is this: The fire alarm at Marjory Stoneman Douglas High School had been recognized as in need of upgrading when the District first solicited its \$800 million SMART bond project in 2014. Former Broward Director of School Safety Jerry Graziose claimed to have recommended upgrades to the fire alarms prior to his 2015 retirement. Specifically, fire alarms could be installed with a 40-second delay so that persons in the office could ascertain whether the alarm was genuine, the result of a student prank, or caused by some other event. On February 14, 2018, the absence of this feature led to students evacuating into the shooter's path. The alarm was not a top-priority item according to the District, however, and was not set for funding and installation until 2019. In fact, it was and is such a low priority that it remains uninstalled at multiple schools according to Runcie's own testimony. It is distinctly possible that lives could have been saved—yet they were lost, and it appears even that fact spurs little to no sense of urgency on behalf of Runcie and his administration.

While we do not have evidence to outright declare that the combination of inaccurate data reporting, antipathy toward law enforcement, facile falsehoods by administration officials or the astonishing mismanagement of SMART safety projects led directly to the MSD tragedy, neither

can we say they played no role in creating the darkness in which this malignancy grew. It is readily apparent that the toxic combination of these factors has, and continues to, put Broward County students at risk. Despite what we have documented here and elsewhere, members of the Board not only chose to retain Runcie, but to give him a 30% raise (to over \$350,000.00 annually) and substantially enhance his benefits package—in a deal negotiated by Myrick.

### **CONCLUSION**

We expect this Final Report to generate some hostility, but we are confident that the facts and issues we addressed here are accurate. Before the wheels of the marketing machine begin to turn in an attempt to counter our findings, know this: Our investigation was thorough, and we gave the entities and individuals we examined here every opportunity to explain themselves. We are confident in our findings as to who was credible and who was not. There will be some who fear our message, but keep in mind as you consider whatever criticisms are ultimately levied that we are 18 people who received a summons, showed up, and proudly served. We came from all walks of life; we came without bias; and we worked tirelessly for the past 22 months—through a once-a-century pandemic—to serve the people of the State of Florida.

As the Twentieth Statewide Grand Jury's term expires, know that our only goal is to make sure the people got the information they needed. It is now up to the Governor, the legislators and the citizens of the State of Florida, armed with the knowledge we have provided, to see that the issues we have identified are resolved and do not recur in the future.

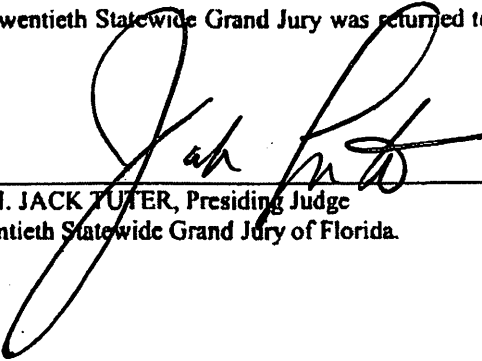
Respectfully submitted to the Honorable Jack Tuter, Presiding Judge of the Twentieth Statewide Grand Jury, this 16th day of April, 2021.



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Foreperson, Juror # 7,  
Twentieth Statewide Grand Jury of Florida.

THE FOREGOING Final Report of the Twentieth Statewide Grand Jury was returned to me in open court this this 16th day of April, 2021.

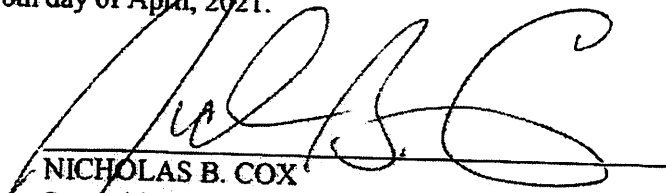


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HON. JACK TUTER, Presiding Judge  
Twentieth Statewide Grand Jury of Florida.



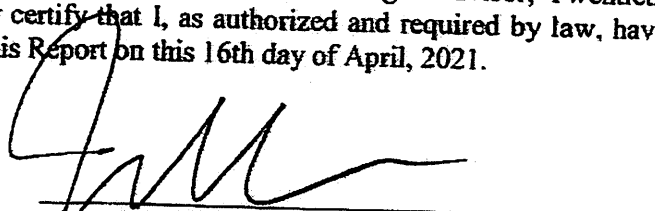
I, Nicholas B. Cox, Statewide Prosecutor and Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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NICHOLAS B. COX  
Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida

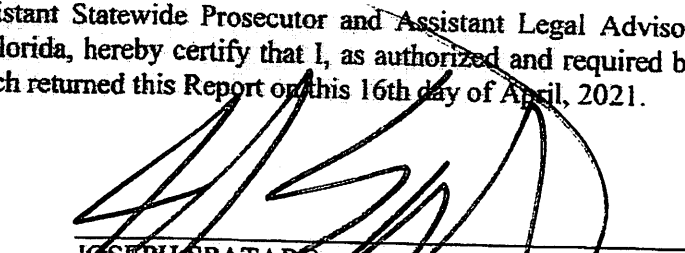
I, Julie Chaikin Hogan, Deputy Statewide Prosecutor and Assistant Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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JULIE CHAIKIN HOGAN  
Deputy Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida

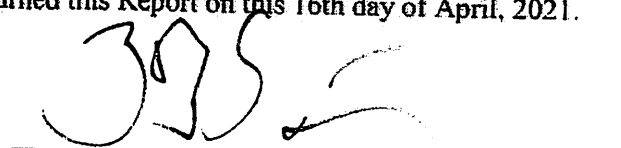
I, Joseph Spataro, Chief Assistant Statewide Prosecutor and Assistant Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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JOSEPH SPATARO  
Chief Assistant Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida

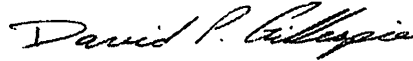
I, Jeremy B. Scott, Chief Assistant Statewide Prosecutor and Assistant Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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JEREMY SCOTT  
Chief Assistant Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida

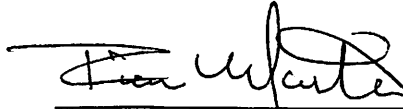
I, David Gillespie, Assistant Statewide Prosecutor and Assistant Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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DAVID GILLESPIE  
Assistant Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida

I, Richard Mantei, Assistant Statewide Prosecutor and Assistant Legal Advisor, Twentieth Statewide Grand Jury of Florida, hereby certify that I, as authorized and required by law, have advised the Grand Jury which returned this Report on this 16th day of April, 2021.



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RICHARD MANTEI  
Assistant Statewide Prosecutor  
Twentieth Statewide Grand Jury of Florida