

**District School Board of Indian River County, Florida
6500 - 57th Street, Vero Beach, FL 32967**

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

Date: April 16, 2019

Time: 6:00 p.m.

Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)

Special Business Meeting Agenda

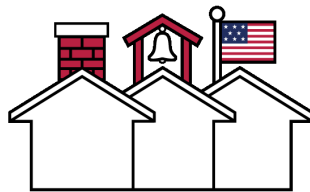
- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
- III. ADOPTION OF ORDERS OF THE DAY
- IV. CITIZEN INPUT
- V. CONSENT AGENDA
No Consent Items
- VI. ACTION AGENDA
 - A. **Discussion and Potential Action regarding April 10, 2019, Letter from Mr. Stivers, Esq. – Mrs. Barenborg, Mrs. Justice, and Mrs. Rosario**
Discussion and Potential Action on possible mutual separation agreement. The School Board Members will be provided an opportunity to discuss the letter and possibly take action.
- VII. SUPERINTENDENT’S REPORT
- VIII. DISCUSSION
No discussion items
- IX. SCHOOL BOARD MEMBER MATTERS
- X. INFORMATION AGENDA
No information items

XI. SUPERINTENDENT'S CLOSING

XII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.



Book	Policy Manual
Section	0000 Bylaws
Title	AGENDAS
Code	po0165.1
Status	Active
Adopted	August 13, 2013
Last Revised	April 12, 2016

0165.1 **AGENDAS**

The Superintendent shall establish the agenda for School Board meetings in consultation with the Board Chairman. Individual members of the Board may place items for discussion on an agenda by advising the Superintendent of their desire to do so. A motion to rescind or to amend action previously taken shall be timely placed on the agenda since either motion may be considered a "proposition". The Superintendent shall establish reasonable procedures and deadlines for the receipt of requests to place items of business on the agenda and requests to make a presentation in the public discussion period. The agenda for regular Board business meetings, hearings, and workshops shall be prepared in time to ensure that a copy of the agenda may be received at least seven (7) days before the event by any reasonable cost of the copy. After the agenda has been made available, change shall be only for good cause, as determined by the person designated to preside, and stated in the record.

- A. The agenda of the regular business meeting or special meetings shall be accompanied by descriptive materials from the Superintendent of information relating to the District with such recommendations as s/he shall make.
- B. The agenda for each regular business meeting shall be distributed to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda should be distributed no later than seven (7) days prior to the meeting, or delivered so as to provide time for the study of the agenda by the member. The agenda for a special meeting shall be delivered at least forty-eight (48) hours before the meeting, consistent with provisions calling for special meetings.
- C. The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any meeting by a majority vote of the members present.

D. **Consent Agenda**

The Board shall use a consent agenda to keep routine matters within a reasonable time frame.

A member of the Board may request any item be removed from the consent agenda and defer it for individual discussion, public comment (if otherwise permitted), and action. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion, public comment (if otherwise permitted), and action. Any item on the consent agenda may be removed and discussed as a nonaction item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion.

- E. The agenda for special meetings called by the Superintendent, or by the Superintendent on request of the Board Chairman, or on the request of a majority of the Board members, shall be prepared upon the calling of the meeting but not less than forty-eight (48) hours prior to such a meeting. The order of business at special meetings of the Board shall be established by the Board.

Revised 3/4/14
Revised 4/12/16

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DONN A. CLENDENON
(1935-2005)

April 10, 2019

Suzanne D'Agresta
Garganese Weiss D'Agresta & Salzman
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32801

Via U.S. Mail and Electronic Mail
sdagresta@orlandolaw.net

Re: *Dr. Mark Rendell, Superintendent Indian River County School District*

Dear Ms. D'Agresta:

The purpose of this letter is to follow up on the Board's discussion session held yesterday, April 9th as it relates to Dr. Rendell's employment contract. We reviewed the discussion and it is apparent that the Board desires to end its relationship with Dr. Rendell through a negotiated resolution. In an effort to begin the process of negotiating this resolution, on behalf of our client, I have been authorized to make the following offer: The parties will enter into a Mutual Separation Agreement (or Third Amendment) that provides that

1. Dr. Rendell will work in his current position through May 24, 2019;
2. Dr. Rendell will receive a payout in the amount of \$62,545.60, in addition to all Terminal Pay as outlined in the Employment Agreement;
3. Dr. Rendell will not use any vacation days other than the day(s) already approved through May 24th;
4. Dr. Rendell will only use sick leave for an emergency or previously scheduled medical appointment.
5. The Parties agree that they and/or their representatives, agents, and/or employees will not disparage or otherwise sully the reputation of each other, in any way relating to this Agreement, including, without limitation, through any communications with other individuals, companies, vendors, associations, media, or other entities. It would be expressly understood that any violation of the non-disparagement provision may result in an application to a Court for sanctions.
6. The remaining provisions of his Employment Agreement, as amended, will remain unchanged through May 24, 2019.

This offer shall remain open until April 17, 2019. In the event this offer is not accepted by that time, it will become null and void by its terms. If you would like to discuss this matter, please feel free to give me a call.

Sincerely,



H. B. Stivers

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