

**CHARTER  
OF  
CITIZENS' CONSTRUCTION OVERSIGHT  
AND VALUE ENGINEERING (COVE) COMMITTEE**

**WHEREAS,** The School Board of Orange County, Florida, a body corporate existing under the laws of the State of Florida (the "School Board") has, pursuant to Florida law, the power and authority to determine policies and programs deemed necessary by it for the efficient operation and general improvement of the district school system; and

**WHEREAS,** The School Board has deemed it necessary to create a body to provide general oversight to the School Board's maintenance and capital construction programs known as the Citizens' Construction Oversight and Value Engineering Committee (hereinafter "COVE" or "COVE Committee") comprised of qualified citizens with expertise in the maintenance, design and construction of capital facilities; and

**WHEREAS,** The School Board wishes to further confirm and clarify the duties, responsibilities and procedures of COVE and COVE members, including appointment, terms and rules of internal governance;

**NOW THEREFORE,** the School Board adopts the following charter:

**FIRST  
Name**

COVE shall be officially known as the:

CITIZEN'S CONSTRUCTION OVERSIGHT AND VALUE ENGINEERING COMMITTEE

**SECOND  
Purpose**

COVE shall provide general financial, design and construction oversight to the School Board's capital outlay, maintenance and construction program. To this purpose, COVE shall have the authority to research, interview, investigate and do all other things reasonable and necessary to fulfill its responsibilities as stated or required herein. COVE shall cooperate and work with the School Board, the Orange County Superintendent of Schools (the "Superintendent") and their respective employees as reasonably necessary to accomplish the COVE's goals and objectives. Provided, however, except to the extent as may be hereafter expressly authorized in writing by the School Board, in the School Board's sole discretion, COVE shall not have authority to make any decisions on behalf of the School Board or the Superintendent nor shall it make or implement policy. COVE shall report and make recommendations to the Superintendent and/or the Superintendent's designee. COVE and/or its members shall report directly to the School Board at the School Board's request.



### **THIRD**

#### **Membership and Term of Service**

COVE shall be comprised of individuals who have expertise or special experience in the fields of finance, audit, maintenance, planning, design and construction. Prospective COVE members shall be nominated by the Superintendent and confirmed by the School Board. The Superintendent shall endeavor to appoint members such that COVE is representative of the various interests reflected in the Orange County school district. COVE shall be comprised of no less than seven (7) and no more than fifteen (15) individuals, as determined from time to time by the Superintendent and School Board. Each member's term shall be for no more than two (2) years. Member terms shall be staggered to promote continuity of service and institutional memory. A member may serve for more than one consecutive term or for multiple terms in the sole discretion of the Superintendent and School Board. COVE members shall volunteer their services and shall not be compensated for their services in any way; provided, however, at the School Board's sole discretion, the School Board may reimburse member's out of pocket expenses reasonably incurred in the performance of their duties as a COVE member, in accordance with the then normal reimbursement policies and procedures of the School Board. No member of COVE shall be a School Board member or an employee of the School Board. No member of COVE shall be an employee of an enterprise doing business with the School Board. COVE members will endeavor to avoid any situation that might give rise to a conflict of interest with respect to their participation on COVE and shall promptly notify the Superintendent upon becoming aware of any such conflict or potential conflict. A member shall be removed upon the School Board's acceptance of the Superintendent's recommendation for such removal.

### **FOURTH**

#### **Term of Existence**

COVE shall exist at the sole discretion of the School Board; provided, however, it shall not be terminated during the 13 year term referenced in that certain Plan that was attached to School Board Resolution No. 05/02/02 NC-1, as said Plan may hereafter be modified or amended (the "Plan").

### **FIFTH**

#### **Rules**

Subject to the terms and conditions of this Charter, COVE shall be self-governing and operated pursuant to Robert's Rules of Order.

### **SIXTH**

#### **Quorum**

The presence in person or telephonically, of a majority of the then current members shall constitute a quorum. There shall be no proxy voting.

### **SEVENTH**

#### **Meetings**

COVE shall meet as necessary, but not less than once every month. COVE meetings shall be called by the Chairman/President. Such meetings shall require at least three (3) days notice,

except in an emergency. A COVE special meeting shall be called by the Chairman/President upon the request of any two (2) COVE members, the Superintendent or the School Board Chairman. All COVE meetings shall require at least 24 hours prior notice to be posted, except in an emergency.

#### **EIGHTH** **Voting**

A member of COVE shall excuse themselves from a vote on any matter between the School Board and any enterprise which employs that member or any of his or her immediate family. A member of COVE shall also excuse themselves from a vote on any matter between the School Board and an enterprise with which such member has an interest or other conflict which might impair their impartial evaluation of the matter.

#### **NINTH** **Minutes**

Minutes shall be taken at each COVE meeting. All COVE meeting minutes shall be reviewed, approved and accepted by COVE prior to being sent to the School Board General Counsel who shall certify them as an official copy and retain them as may be required by law.

#### **TENTH** **Spokesperson**

The COVE Chairperson, or his or her designee, shall be the official spokesperson for COVE and no other COVE members shall be empowered to speak on behalf of COVE.

#### **ELEVENTH** **Special Powers**

The School Board may, from time to time, authorize COVE to exercise certain special powers so long as they are reasonably related to COVE's oversight function. Such authorization may be withdrawn or terminated by the School Board, in its sole discretion, upon notice to the Chairperson; provided, however, any such special powers that are required pursuant to the terms of the Plan shall not be withdrawn or terminated during the term required for such special powers under the Plan. The special powers required by the Plan that are hereby authorized include the following:

a. Pursuant to School Board Resolution No. 05/02/02 NC-1, but subject to any express conditions precedent stated therein or created by law, COVE is authorized to exercise all powers granted or contemplated therein, including but not limited to overseeing implementation of the Plan, as therein defined, for use of the proceeds of the levy and collection of a one-half cent surtax on certain transactions for capital outlay and technology implementation. Further, COVE shall have the authority to authorize and/or commission audits of the Plan's capital outlay program.

#### **TWELFTH** **Non-Discrimination**

The Corporation shall not discriminate on the basis of race, color, sex, or national or ethnic origin.



**THIRTEENTH**

**Dissolution**

Subject to the terms of the Fourth Paragraph above, COVE may be dissolved at the School Board's discretion, upon the School Board's approval of a resolution authorizing such dissolution.

**FIFTEENTH**

**Amendment**

This Charter may be amended by the School Board, from time to time, at the School Board's discretion.

**IN WITNESS WHEREOF**, the School Board, by and through the undersigned, acknowledges its approval of this Charter on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**THE SCHOOL BOARD OF ORANGE COUNTY,  
FLORIDA**, a body corporate existing under the laws  
of the State of Florida

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_