

order to be thorough as far as the release is concerned, it was necessary that Dr. Marazza release all claims including claims for age discrimination in employment, which are set in federal statutes and state very plainly that no one may ever waive an age discrimination action unless this language is in that agreement.

Dr. Marazza has 21 days to consider the agreement before execution, and he has executed the agreement putting us past that point. Mr. Sukhia noted this is consistent with the reality of the situation because the Monday following the August 25 meeting, he received a call asking if the last proposal was still available. He felt the Board needed to know that when negotiations had broken down at that meeting, they had broken down because Dr. Marazza was unwilling to accept what he has now accepted. We now have to allow 7 days following execution for Dr. Marazza to revoke the agreement if he wishes.

Mrs. Brashear asked if the new contract nullifies the old contract. Mr. Sukhia stated that the agreement is not intended to supercede the indemnification provisions. Dr. Marazza should be entitled to no less protection than he negotiated for with regard to actions that have nothing whatsoever to do with the nature of the actions that have led to the termination.

Mr. Sukhia clarified paragraph 7. The Board is not in a position to agree to indemnify Dr. Marazza at this point, nor does he feel the Board should be bound even by the prior contract to necessarily indemnify him under these circumstances after what has happened at this point. He did feel the Board would agree not to foreclose consideration of indemnification.

Mrs. Brashear asked if the way it is stated in the negative implies that the Board has no duty or that the superintendent has no right to expect indemnification or is the positive implied from the negative.

Referring to paragraph 15, Mr. Sukhia stated that for protection for cases other than sexual harassment or those relating to sexual harassment, there is really no reason why what has been done here should necessarily change the respective obligations under paragraph 10 of the employment contract with regard to claims other than these.

Future Boards are in no way controlled by the prior contract when it comes to sexual harassment cases and those arising from sexual harassment, but when it comes to other cases, the Board is in no way fettered in applying the terms of that prior employment contract to those cases.

The language in paragraph 16 is so precise from the statute that there is very

little that can be done, at our own risk, in modifying that language.

Dr. Leathers asked if paragraph 10 of the original contract had been referred to and Mr. Sukhia noted that he felt it necessary to include the provision that each party will bear its own fees and costs in connection with any matters relating to Dr. Marazza's departure as superintendent.

Mrs. Brashear stated that she would like to get on record for this Board that at this point while accusations have been made all kinds of ways that there has been no trial, there has been no sworn testimony, there has been nothing that could be considered legal proof of anything. This Board has nothing of a solid nature to work with and we do not know the truth and we probably never will about all the things that have been said. She noted that she has compromised a lot of times before on this Board when she thought it was in the best interest of the School Board, and she wanted to make it clear that we are looking at clearly a compromise, because no proof, no sworn affidavits, no trial, no anything has ever been brought to us.

She asked Mr. Sukhia if this is a compromise in the best interest of the Board based on the cost of all those other more sure, more clarifying of all of this.

Mr. Sukhia answered yes, particularly when you consider a proceeding going to hearing would under contract involve the Board sitting at that hearing. As best as he can determine as things stand now, all the while Dr. Marazza might continue earning salary and it wouldn't take too many months for that to equal what the severance package provides. He feels this is a very favorable and acceptable package.

Dr. Leathers noted that the Board made a statement about just cause in terms of doing what was prepared and Mr. Sukhia helped prepare that and in no way does that diminish what the Board has stated to this point.

Mrs. Brashear stated her point is did we have a trial, did we have sworn testimony, did we have evidence and proof and jury or judge's ruling that we might in fact owe the superintendent a whole lot more money than we are in fact paying here, or we might in fact owe him nothing at all.

Mr. Cake stated plus a lot of attorney fees to get to that point.

Mr. Sukhia agreed that this represents, relatively speaking, very little money when you add the potential, but noted there is so much benefit to the finality. He did want to emphasize for the Board that soon after the last meeting when he received the phone call asking if the proposal was still available, at this point he wanted something in writing. They would have what he thought was

understood and agreed to and it would be sent and a week later he would get something saying there was a problem with this or that language, and not just from the attorney as Dr. Marazza also had suggestions. In virtually all of those instances we insisted upon the language that we insisted upon and where we felt it was a reasonable concern that had not occurred to us we included it. Once they were approaching the 30th of September some two weeks ago, in talking with Mr. Lang, they talked about this going no further than that date no matter when it is signed. This was something else they insisted upon. His attitude was that time was of the essence and this must be resolved quickly, and even though every conversation was of that nature, there seemed as though there was always something about this or that. It finally came down to this is going to happen, or we are going to proceed in the other direction as indicated previously.

Mrs. Carroll asked if this settlement protected the Board from future suits. Mr. Sukhia stated that it definitely does by or between these parties, and that this is a fair contract for this School Board and this school district.

Mrs. Carroll referring to paragraphs 15 & 7 commented that we have had many people like some of us who would say, in a situation as this, you would hate to settle with dollars because it may mean that you are either endorsing someone's behavior, or it might be better to go on and prove a point and not pay at all. We all have had to think of this and through this, as well as the attorneys. This day in age, I think to sit here in the course of not having had legal testimony and not having gone through a hearing or any of those such things, it would be idealistic for this Board to think that we could save money by doing that. I know that this is not just a money issue, that we never want to award someone for doing something wrong, but as we said before, that is yet to be absolutely proven.

She asked about the legal costs involved if the Board continued with this process.

Mr. Sukhia stated were we to continue with this process and go to a full hearing, not just before this Board, the next step would be an appeal more than likely by Dr. Marazza, perhaps by either side. That appeal would take us to the Department of Administrative Hearings, and then that would be subject to a second appeal to the First District Court of Appeal in Tallahassee. His concern is that the matter could be drug out to such an extent that there could be normal salary payments before long that would exceed the amount in the agreement. From a fee standpoint you probably would be looking at \$25,000 to \$50,000 depending on how many appeals were incurred. And then there is the issue of a challenge under the contract for the payment of Dr. Marazza's fees. If we proceeded and determined there was probable cause and there was a basis that termination should

ensue and that a court should agree, given all of that, we would surely be at a posture of having paid at a minimum of \$75,000 to \$100,000.

Motion by Mr. Cake

Seconded by Mrs. Carroll

Moved that the Board accept and approve this Settlement Agreement and General Release.

Chairman Sharpe stated that even though we did not have a court case, we did not have a jury or anything of that kind, this case could have led to that and accusations are accusations but that is how cases are built. Every case that comes before us or anyone else is built on accusation. And the minutes will show that besides the sexual harassment charges, even before the investigator's report had been given to us or completed, there were three Board members who all expressed their concern of probable cause and by way of annual evaluation those concerns were confirmed. We are not just sitting here on a witch hunt--there was cause--there is not anybody being crucified or accused of anything and asked to resign before now because of osmosis.

The question was called.

Upon Vote: Motion passed 5-0

Dr. Leathers thanked Mr. Sukhia for his contributions in helping the Board to achieve this outcome.

APPOINTMENT OF
INTERIM
SUPERINTENDENT

Mrs. Carroll asked that all names be placed on the table and discussed prior to a motion.

Dr. Leathers nominated Dr. Mary Chambers for the position of Interim Superintendent.

There were no other nominations.

The Chairman closed the nominations

The question was called on Dr. Mary Chambers becoming the Interim Superintendent. Upon Vote: Motion passed 5-0

The Board was in agreement with Chairman Sharpe working with Mr. Lang and Dr. Chambers with regard to her contract.

Mrs. Carroll requested the contract with Dr. Chambers be placed on the next Board agenda.

Mrs. Brashear asked that Dr. Chambers keep in mind that the reason schools exist is for the education for children, and that even though she comes from a finance background in a business perspective to seriously consider all decisions made from the perspective of the education of children. Dr. Chambers has given us no cause to doubt that we will have any problems from her last service in this regard. Mrs. Brashear doesn't think the best decisions will be made if they are not made based on the overview of the education of children. She is happy to make this unanimous.

Dr. Leathers pointed out that Dr. Chambers' doctorate is in education and she has a strong background in that as well as finance.

Mr. Cake feels the Board needs to give Dr. Chambers full support in doing those things that she feels as a superintendent need to be done. We have come through a difficult time and she has a heavy burden to try and address the morale problems and other problems as she sees fit, and if that means reorganization or whatever, we need to give her that flexibility. All these things would come back to the Board at a later point.

Chairman Sharpe feels one of the things Dr. Chambers would need to do is look at reorganization and try to get the district on the road to healing—get the trust back into the district. As the financial director, Dr. Chambers is involved with every department and is aware of most everything we do and this background will help her in the position as superintendent.

Mr. Lang clarified that he and the Chairman would meet with Dr. Chambers and discuss matters of contract and bring back to the Board for consideration at the next meeting.

Dr. Leathers noted that the district needs time for healing and suggested leaving it open-ended at this time.

Mr. Cake felt it appropriate for us to at least indicate we want to do some discussion regarding superintendent search or whatever but would hope to wait and do this after reorganization. He feels the intent is to do something more than just appoint an interim superintendent.

Chairman Sharpe noted that she will depend on Mr. Lang to see that protection for Dr. Chambers is built into the contract. The Board has to be sure she has the full authority to do reorganization or whatever and she is not sure open-ended is best.

Chairman Sharpe thanked Mr. Sukhia and Mr. Lang for their services in this matter.

ADJOURNMENT

The meeting was adjourned at 9:52 a.m.