

The contract also provides in paragraph 11 that the Superintendent shall “faithfully, diligently and conscientiously perform the duties of the superintendent of schools in accordance with the laws of the state of Florida, Board policies, rules and regulations, rules and regulations of the State Board and Department of Education, and decisions and actions taken by the Board.”

I believe there are numerous factors which justify this School Board taking action to proceed with the discharge of Dr. Marazza for good and just causes. The factors include, but are not necessarily limited to, the problems outlined in this year’s School Board members’ annual performance evaluations of Dr. Marazza, the information contained in the independent investigative report prepared by counsel Patricia Dodson and released August 21, 2000, and the sworn affidavits of numerous current and former employees.

Whether the conduct and statements of Dr. Marazza chronicled in his evaluations, the independent report and the sworn affidavits attached thereto rise to the level of an actionable sexual harassment case is not the issue before us. Dr. Marazza agreed in his contract to faithfully abide by the Board policies and rules and regulations of the State Board and Department of Education. Those rules provide that the Superintendent be one who values the work and dignity of every person and who maintains the respect and confidence of his colleagues, of parents, of students and of other members of the community by striving to achieve the highest degree of ethical conduct. These rules also require that the superintendent shall not engage in any harassing conduct which would unreasonably interfere with an individual’s performance of professional or work responsibilities or with the orderly processes of education or which create a hostile, intimidating, abusive, offensive or oppressive environment. What’s more, the failure to comply with these codes of ethics and principles of professional conduct in such a way as to impair an individual’s effectiveness in the school system constitutes misconduct in office, which is identified in the Florida Statutes as good and just cause for discharge. In addition, good and just cause for discharge is defined in Florida law as including conduct “that is inconsistent with the standards of public conscience and good morals.” It includes that conduct which is “sufficiently notorious to bring the individual concerned or the education profession into public disgrace or disrespect and impair the individual’s service in the community.”

We must remember as we consider this issue that Dr. Marazza is not merely a staff administrator, he is the visible leader of and example to some 30,000 primary and secondary public school children of our community. These children are our primary constituents and providing them with the finest

education possible is our highest priority. They, their parents and our community deserve a school administration and school experience free from the distractions resulting from the inappropriate conduct and behavior outlined in the independent report and affidavits and referred to in the annual performance evaluations of Dr. Marazza. On behalf of those children, their parents and our community, I believe it is time this Board take action to relieve Dr. Marazza of his responsibilities. In this regard, does any member have a motion?

Motion by Mrs. Carroll

Seconded by Mrs. Brashear

Moved that this Board take action to proceed with a formal discharge of Superintendent Marazza for good and just causes. As part of this motion and pursuant to the contract, I move that written notice of charges be provided to Dr. Marazza as soon as possible, preferably next week, along with a notice of hearing before this Board to be set within approximately thirty (30) days of that notice. Further, I move that during the period from now until that hearing is concluded with a decision by the Board, Dr. Marazza be relieved of his active duties, that he remain an employee at his current salary and benefits, performing only such duties and special projects as hereafter directed by this Board or its Chair or Vice-Chair, and that during the period from now until the outcome of his hearing on discharge, he not be permitted to enter or remain on any premises or property of the Alachua County public school system except with the prior consent of this Board, its Chair or Vice-Chair.

To summarize the motion, it is requested that

- (1) This Board proceed with steps to discharge Superintendent Marazza for good and just cause pursuant to paragraph 13 of his contract;
- (2) That the charges and notice of hearing required by the contract be provided to Dr. Marazza as soon as possible, preferably next week;
- (3) That the hearing take place approximately thirty (30) days from the date the charges are delivered;
- (4) That until the hearing is concluded with a decision by this Board, Dr. Marazza remain an employee at his current salary and benefits, that he immediately be relieved of his active duties, that he be available to perform such services and special projects as directed by this School Board or its chair or vice-chair only, and that he not be permitted to enter or remain on Alachua County public school

property or premises, except with the prior consent of this Board, its Chair or Vice-Chair.

Responding to Dr. Leathers, Board Attorney Jim Lang noted that it was his understanding that an offer was made on behalf of the Board during negotiations for a severance package.

Mrs. Brashear asked if any other information had come to the attorneys other than the report from Patricia Dodson and the Superintendent's rebuttal from his attorney. Is there any other information that needs to be considered before taking action?

Mr. Lang answered that as far as he knows all Board members have received all the information.

Attorney Tom Gonzales, representing Dr. Larry Marazza, stated that better than a month ago this School Board directed the Chair and School Board Attorney to negotiate with Dr. Marazza to end the employment. He said they never received any approach from either the Chair or the School Board Attorney with respect to those negotiations, and he knows of no attempt that was made to begin those negotiations. Some two weeks ago he was informed that Mr. Sukhia would be handling the negotiations and that he would call the next business day. This didn't happen either. About a month after the School Board gave direction, he received a call from Mr. Sukhia, and Mr. Sukhia informed him that he had no direction from this Board, that he had no knowledge of his limits, that no one had given him any direction with respect to the Board. There have been no negotiations pursuant to this Board's direction.

Mr. Gonzales noted that he was told at some point along the line that if Dr. Marazza did not accept whatever Mr. Sukhia offered, he would be fired. He was told last week that we would be having this hearing today and assured as recently as 15 minutes ago that there would be no discharge at this meeting. What he sees is that the Chair and members of the Board have read from scripts that cite law he feels speaks to a pre-considered determination. He would like to say that Dr. Marazza objects to this Board trying him (because of the Board members already stating a position with respect to what they consider to be his guilt); that he is entitled to due process; that he is entitled to a hearing; that he demands the rights he has under the constitution; that he demands the rights he has under the APA and that he makes a request for a formal hearing under that law; and he stands on all those rights.

Attorney Lang stated that only the Board can make the decision to terminate or not. The Board is the employer and the Superintendent is the employee.

The Board only employs two people, the Superintendent and the Board Attorney as an independent contractor. As the motion reads, the Board is not terminating the Superintendent at this meeting. There will be a hearing and based on what happens at that hearing, there may or may not be termination. The Superintendent is being relieved of his active duties, but he is still the superintendent, and he still receives his pay until the matter is concluded by whatever action the Board may take.

Mr. Lang also noted there were negotiations. The Chair announced one or two meetings ago that Mr. Sukhia would represent the Board in negotiations. He talked with Mr. Gonzales a couple of times in the past and until the report came out it was not really known what the nature of the negotiations would be, and the report was not released to the public until four days ago. Prior to and since that time there have been some negotiations by Mr. Gonzales and Mr. Sukhia. It may have lagged a little time but not long. There was no need to come up with a firm figure until the report was reviewed.

Mr. Gonzales clarified there was never an approach from Mr. Lang with respect to any negotiations. There were never any negotiations started by the Chair or the School Board Attorney. There was no approach whatsoever until Mr. Sukhia called him approximately a week ago.

The Chairman clarified that Mr. Sukhia was negotiating on behalf of the Chair with Mr. Gonzales.

Mr. John Schroepfer, citizen, feels it would be difficult to have an impartial decision made by a Board or group of people that have already committed themselves. His opinion is that this does not need to be dragged out for the purposes of the community, the school district, the system and the kids and parents. He suggested the Board may want to consider utilizing the privilege of paying the remainder of the contract and moving forward and rebuilding the district.

Mr. Roger Brower, citizen, suggested the Board stay its course in reference to the motion.

The question was called.

Upon Vote: Motion passed 4-0

Motion by Mrs. Carroll

Seconded by Dr. Leathers

Moved that the Board engage the services of Attorney Ken Sukhia, and/or his law firm, Fowler White, to represent the Board in the matter of the prosecution of charges against the Superintendent, including the preparation and prosecution of such charges at the appropriate hearing, and that the

Board compensate such attorney at the rate of \$215.00 per hour, plus costs, and expenses for travel, food, and lodging, as necessary, in accordance with the amounts prescribed in Florida Statutes.

The question was called. Upon Vote: Motion passed 4-0

Mr. Lang pointed out that Dr. Marazza will continue to serve as Superintendent of Schools. His name will be on warrants, and he will continue to sign contracts, etc. The Board may wish to appoint someone to coordinate activities (fulfill some of the duties that would customarily be performed by the Superintendent) at the top level in view of the fact he will not be doing things unless specially requested by the Board.

Motion by Dr. Leathers Seconded by Mrs. Carroll

Moved that Dr. Mary Chambers be appointed temporarily to be in charge back to the Chairman and the Board until the next Board meeting and an agenda item be added to discuss and move on to the next selection process with regard to this position.

The question was called. Upon Vote: Motion passed 4-0

Chairman Sharpe clarified the conclusion is that Dr. Marazza be relieved of his active duties, that he remain an employee at his current salary and benefits, performing only such duties and special projects as hereafter directed by the Board or its Chair or Vice-Chair, and that during the period from now until the outcome of his hearing on discharge, he not be permitted to enter or remain on any premises or property of the Alachua County public school system except with the prior consent of the Board, its Chair or Vice-Chair.

Dr. Leathers volunteered on behalf of the Board to assist Dr. Chambers in helping Dr. Marazza remove his personal affects by Monday from Kirby-Smith. Chairman Sharpe requested Dr. Leathers also coordinate this with Mr. Bear Bryan, District Security Chief. She also requested that all keys be given to the Board at this time for safe keeping.

ADJOURNMENT

The meeting was adjourned at 4:46 p.m.