

approximately 500 people in attendance to honor the 42 teachers selected to represent their peers at their respective schools. The theme for this year was *Teachers are the Heart of Education*.

The 2004 Teachers of the Year were presented for recognition by the Board along with the elementary, middle and high schools finalists: Kathy Valdez, Hidden Oak Elementary School; Cheryl Alexidus, Westwood Middle School; and Alachua County's 2004 Teacher of the Year, David Shelnutt, Buchholz High School.

Mr. Shelnutt addressed the Board stating it is an honor having taught only in Alachua County. He feels every single other Teacher of the Year nominee is just as worthy if not more so of this recognition, and congratulates each of them. He strives to follow and model the hard work, dedication, energy and heart Alachua County teachers put into helping today's students and added that it is a sincere honor and privilege to serve students, parents and citizens of Alachua County.

The regular Board meeting was recessed and a Public Hearing convened.

PUBLIC HEARING

A Public Hearing was held for public comments on the new job description for Assistant to the Superintendent for Community and School Relations.

A citizen requested an explanation on the differences between the job description for the public hearing and the job description on the agenda as a first reading, Public Relations Specialist.

The Public Hearing was adjourned and the regular board meeting reconvened.

CITIZEN INPUT

The following suggestions/recommendations were presented to the Board for consideration:

- Understands there will be a large amount of money involved in the separation agreement for the superintendent. Feels it is a misuse of taxpayers' money to provide funding for the superintendent during the last six months of her contract if she is not here.
- Would have meant a lot to teachers if the Board had delayed its own salary increase until teachers were provided for. There is a lot of resentment toward the Board because of the negotiations being drug out during the school year. Stop spending money on an outside negotiator when there is someone on staff that can take on the responsibility.

SCHEDULED AGENCIES ACEA

Dr. Gunnar Paulson, president, ACEA, noted that the topic of the reduction of 200 students at Metcalfe was brought up at the last Board meeting. They were told someone would be out that week to talk with the faculty. Staff from personnel came out and they could not answer the questions of the parents and teachers.

Today we met on BEST and costs were discussed. He noted the cost for bargaining could have paid a significant amount of what BEST may cost. With regard to negotiations and everyone feeling strongly about language, feels it is time to stop thinking in terms of “we” and instead do what is good for the whole.

Staff Attorney Jim Robinson noted that he understood the meeting with teachers at Metcalfe was to discuss assignments and how that would unfold. He also noted this is not the appropriate forum for debating the language being negotiated.

Chairman Sharpe read into the record that the Board and the ACEA reached a tentative agreement on the total amount of salary dollars available for teacher raises on December 18, 2003. This amount was in addition to the step raise the teachers received in their August 2003 paycheck. The Board finished passing all of its remaining contract language to bargain full book on October 1, 2003. The Board and the ACEA have reached numerous tentative agreements on contract language, however, the ACEA, to date, has not replied to all of the Board’s proposals. The Board has requested additional bargaining dates from the ACEA. It is the Board’s desire to bargain as quickly as possible to resolve the remaining issues upon receipt of bargaining dates from the ACEA. The Board will promptly reply to all of the ACEA counter proposals upon receipt with the goal of finishing negotiations as soon as possible.

PRESENTATION(S)/
REPORT(S)

Budgeting/Financial Update

Class Size Compliance—Written confirmation has been received from the Department of Education and the district is in compliance.

FTE Counts—At the end of count week in October, there were 32 students not counted. In February, the week preceding count week, there were 187 students not counted. Due to the efforts of all the schools working to find the students and get them in school, at the end of the count week in February, there were 58 students not counted. This equates to a total of 45 FTE, which is an approximate loss of \$250,000 to the district.

Oasis Charter School Update—Staff has met with Mrs. Jones,

principal, of the school and talked by phone many times. Information generated internally from the preliminary FTE report shows the student count has gone from 39 to approximately 50 students, which will provide approximately \$25,000. Mrs. Jones informed staff that the Department of Juvenile Justice has awarded the grant previously mentioned but the school has not received any documentation in writing. The district has not received any of the documentations requested by letter a couple of weeks ago. Mrs. Jones has assured staff the statements would be received this week. The grant is for \$15,000 this year and \$50,000 for next year.

Mr. Eubank asked when to expect the class size breakdown by school and classroom. Staff is working on this and it should be this week.

Mrs. Childs suggested adding to the job description that one of the functions for the Public Information Officer would be to do a media blitz the week before FTE week, paper, TV, get it in every school backpack a letter home to the parents to please make sure their child is in school during this important count week, that last year we lost \$250,000 because kids didn't come to school.

Chairman Sharpe asked staff to invite Mrs. Jones to the next Board meeting for a financial overview of the Oasis Charter School.

AMENDMENT TO
SUPERINTENDENT'S
CONTRACT—
SEPARATION
AGREEMENT

Board Attorney Jim Lang referred to a proposed draft amendment to the Superintendent's Contract submitted for the Board's consideration and to make changes, if necessary, either tonight or at a later date.

Chairman Sharpe noted this is a vehicle for the Board members to have an opportunity to discuss the direction they want to go, and it can be voted up or down or left alone.

Mr. Eubank responding to comments that had been made stated that number one, the superintendent did not resign, she chose not to have her contract renewed; number two, about not spending dollars wisely, he feels the Board needs to weigh the financial cost of whatever action it takes versus what's best for this district, the children, and also the superintendent.

He has looked at the big picture from a financial standpoint and would propose an effective date of March 1. This will dictate a special board meeting February 27 to look at the amendment to this agreement and also appoint an interim.

He suggested several modifications to the agreement:

- Item number 1—replace the current wording of “current rate of pay which is provided and set forth in paragraph 2 of the

Amended Contract along with customary benefits, including retirement, for the Superintendent” with “current rate of pay which is at an annual rate of \$131,040 and continue to pay the retirement as well as the health insurance through the end of the current contract.”

- There was a revision in the employment option—propose that we alter this such that in the event the superintendent is able to find a job, either consulting or as employment, there be some recapture by the district, which would be something the Board would have to determine.
- During the period of administrative leave—propose that we not continue to add additional annual or vacation leave and the sick leave, and the \$300 car allowance since she would not be working.
- Item number 2—rather than call the position deputy superintendent, make it administrator on special assignment and rather than pay out the customary benefits and retirement in one lump sum, pay over a 7 or 8-month period. During this period, pay the dollars and retirement and if Dr. Chambers wanted to continue the insurance, the district would recover the cost of the insurance out of the paycheck, so that the cost to the district would be no other than currently obligated.

Mr. Eubank suggested Board members consider having a special board meeting to discuss this—too many changes to be done right now.

Mrs. Sharpe noted for the record that Dr. Chambers did resign as of the end of her contract which is September 30, 2004.

Mrs. Childs stated she, too, wants to treat Dr. Chambers in a fair and appropriate manner, but, simultaneously, the Board must be fair to the district and the community. We owe Dr. Chambers the opportunity to work in Alachua County through September 30 at her current salary of \$11,220 per month, of which \$300 is car/travel allowance. At the time of her separation from Alachua County, she would be eligible for a payout for her sick leave and vacation leave of approximately \$55,000.

In specific review of the document given to the Board for a vote tonight, she is pleased to see modifications from the original proposal and feels the Board should study the effect of the document rather than vote in a hurried manner.

She shared her concerns with the proposal:

- First, continuing to pay Dr. Chambers her full salary and supplements from March through September 30 (approximately \$78,530) while she is on administrative leave seems to be a poor use of the district’s limited resources.

- Why would Dr. Chambers need the \$300/month travel allowance if she were not traveling for the district?
- If she were to get another job, we would not be released from an obligation of paying her through September the difference, if any, in her new salary and what she would receive from the district.
- She would continue to accrue additional sick and vacation leave while being on paid leave, which would be added to her final payout.
- We would be adding to an already stretched budget the additional cost of an interim at approximately \$3000 per month, a total of \$21,000 if paid from March through September 30. If a new superintendent came on board prior to September 30 under the same terms as Dr. Chambers' contract, the monthly outgo would increase to at least \$11,200. Paying for two superintendents simultaneously is a cost we cannot afford.
- The second portion of the proposal concerns the earned sick and vacation leave dollars. We are being asked to divvy these dollars out on a monthly basis for the ten months after Dr. Chambers' contract expires so that she can earn her full retirement for the state system. This means the district would carry her on the payroll as an employee while she was not present and would not be asked to perform any duties, and she could be receiving full employment elsewhere. This seems at least unethical if not illegal.
- Finally, what obligation would the district be under as far as insurance is concerned? Would that obligation expire if Dr. Chambers secured other employment?

Mrs. Childs stated that the Board members are obligated to be good stewards of the resources of the district for the sake of all.

She made a substitute proposal, based on the foregoing. Dr. Chambers would work through June under her current contract. For the months of July, August and September, she would be placed on paid leave, without the travel, telephone and other incidentals. She would not accrue additional leave during the months she was on leave. This would allow the district to bring in a new superintendent effective July 1 and give Dr. Chambers a few months to look for another job while being paid. At the end of her contract, she could either take a lump sum payout of sick/vacation leave if she were otherwise employed or the district would dole it out day for day until her time had expired, thereby giving her additional time to seek other employment. This would be a straight day for day appropriation rather than the 70% figure included in the earlier proposal.

Mr. Eubank stated that he had looked carefully at the figures. Number one, the Board discussed this morning looking to July 1 as the target date for the new superintendent, even under the superintendent's existing contract we would like to negotiate something where we would be obligated to pay her if she wants to stay, so we have the overlap. Number two, with my proposal the difference in cost to the district would be a savings of approximately \$13,400 of additional accrued leave and benefits (\$9100 plus the \$2100 for the car allowance plus roughly 20% or whatever the number is for the retirement and social security). Looking at March through June at \$2500 for an interim superintendent, our cost is \$10,000. So in reality the two scenarios would be either go with what we are kind of discussing right now or Dr. Chambers continuing under the current contract, which is going to cost more money.

Mr. Lang clarified that the Florida Retirement System had been contacted and the retirement officer said that the Superintendent would have to work at least one or two days per month and then take some leave without pay to qualify for time for retirement.

Mrs. Pinkoson stated if it is true that the district will have a savings and it will not cost the district any more than it is committed to paying, then she is for moving ahead. Important decisions are to be made with administrators, schools, and magnet programs, and the people that are going to be here and accountable for those programs need to have the authority and the ability to make those decisions. She also feels the best thing to do for the morale of everybody is to close the book and let people know that the Board is looking for the things it feels the district needs. Her suggestion is to move full speed ahead.

Chairman Sharpe stated that she would like to see a revised amendment with Mr. Eubank's and Mrs. Childs' thoughts. With the way it is right now, she could not make a decision. She knows the figures are not correct if you want to make the changes talked about. She feels it would benefit every Board member for Mr. Lang to get the sentiments of each member in writing so they can actually see what has been discussed.

Mrs. Cawthon agreed with getting all the facts together in one place before making a decision. She also doesn't feel action should be taken with new things in the contract without Dr. Chambers having an opportunity to consult with Mr. Lang.

Following Board discussion as to the costs of the different scenarios and what the next step should be, Chairman Sharpe directed Mr. Lang to prepare a draft of all the Board members' comments; meet with Dr. Chambers for her input; and present figures the way Mr. Eubank and

Mrs. Childs is talking about so the Board can get this right. She doesn't want to end up paying more money than needed or less than needed.

Chairman Sharpe informed Mrs. Pinkoson that the Board makes the decision on the selection of an interim.

Mr. Eubank suggested that on option 2, paragraph 2, on the amount, rather than the 73.79%, it would say the value of any unused annual or sick leave due as of February 29, 2004, which means the dollar amount wouldn't be here, but the final figure would be exactly what's due.

Board discussion followed on scheduling a special board meeting on the proposed Separation Agreement and Amendment to the Amended Contract of Employment and whether to schedule it for discussion or action.

Motion by Mr. Eubank Seconded by Mrs. Pinkoson

Moved to defer action on this item until the special called board meeting on February 27, 2004, at which time the Board will discuss it further and either take action at that point or defer action to March 2, 2004.

Consensus was to schedule the special board meeting at 9 a.m.

Chairman Sharpe asked that the superintendent be sure that the minutes reflect this and that the advertisement is accordingly.

Dr. Chambers asked, for clarification, if the Board also wanted to discuss the next superintendent at that meeting.

Mr. Eubank thought the Board would want to advertise just in case.

The question was called. Upon Vote: Motion passed 5-0

PROPOSED JOB
DESCRIPTION--FIRST
READING

The Supervisor of Community Involvement job description is being revised to more accurately reflect an appropriate job title and description.

Motion by Mr. Eubank Seconded by Mrs. Pinkoson

Moved the administration's recommendation to schedule a public hearing for 6:30 p.m., March 2, 2004, to consider the proposed Public Relations Specialist job description.

Mr. Eubank questioned what position this is in relation to the

organizational chart, and staff noted it is what has been referred to as the Public Information Officer.

Mr. Eubank noted that the Board has discussed getting a high level person for this position and feels the title of Public Relations Specialist, does not reflect the importance of the position.

There was consensus to revise the title to Public Information Officer.

To clarify the differences between the two job descriptions on the agenda, Mr. Robinson stated the functions of the Assistant to the Superintendent for Community and School Relations are summarized as community and school relations, problem solving, liaison role and dispute resolution; whereas the functions of the Public Information Officer are to provide the public with information, communicate what we are doing and why and what we are about.

Mr. Paulson suggested placing the salary range on the job descriptions and questioned the cost of the positions.

Chairman Sharpe requested that staff provide Mr. Paulson in writing the cost of the budgeted positions.

The question was called. Upon Vote: Motion passed 5-0

STUDENT CASE NO. 04-06-SB

The student is charged with persistent misconduct while riding the school bus.

Motion by Mrs. Childs Seconded by Mrs. Pinkoson

Moved the superintendent's recommendation to extend the student's suspension through March 2, 2004.

The question was called. Upon Vote: Motion passed 5-0

CONSENT AGENDA

Mr. Eubank stated his understanding is that Bid #04-28, Mobile Radios, Portable Radios, and Tower Modifications, included additional functions that are not included in the award.

Mr. Keith Birkett, deputy superintendent, explained that there are three issues--GPS system, radios in the tower and cameras, which are all desperately needed. But in order to purchase additional cameras, it was decided to forego the GPS system, which is not part of the radio bid because it attaches to the radios, and the radios need to be replaced.

Mr. Eubank noted that he did see a presentation on the GPS system and thinks there are some safety issues involved and that it made sense to do this for maintenance. His concern is that we are not including GPS

in order to free up funds to purchase cameras. He expressed the hope that staff will review this, as it needs to be looked at it in the long term.

Motion by Mrs. Childs Seconded by Mr. Eubank

Moved the superintendent's recommendation to approve the Consent Agenda as described in items 1-11. (See Supplementary Minutes Book.)

The question was called. Upon Vote: Motion passed 5-0

INFORMATION
ITEMS(S)

Prairie View Academy

Mrs. Sandy Hollinger, deputy superintendent, updated the Board on activities, meetings and parent meetings related to Prairie View Academy. She noted that the application for attending the academy is very simple. Applications will be sent to the parents with a self-addressed envelope included. District and school staff will be attending a parent meeting and supper scheduled February 24 to help parents with the application process. She informed the Board that staff is working extremely hard to make this easy and simple for the parents and is confident this will be a successful curriculum program.

CITIZEN INPUT (cont'd)

There was no additional citizen input.

BOARD MEMBER/
SUPERINTENDENT
REQUESTS

Mrs. Childs:

- Thanked the chairman for giving a bargaining update.
- At the next Board meeting, March 2, 2004, the second reading for the zoning policy change that allows the Board to assign students to another school will be on the agenda for a vote. She feels this is vitally important. One of two new gigantic developing subdivisions is already advertising the schools for which it will be zoned (Wiles, Kanapaha and Buchholz). Requests have been sent in but they are being held pending the vote on this policy change. This reiterates the necessity of taking action on this change and how important the policy is. There is a need for proactive action to indicate the schools available for these areas.
- She also noted a need to schedule a public hearing for citizen input on what they would like to have in a new superintendent.

Mr. Eubank:

- Feels this is a critical time to have input and would like to go on record as being in favor of the continuation of the Superintendent's Advisory Council to help in providing input for the district.

ADJOURNMENT

The meeting was adjourned at 8:05 p.m.