

Responding to Mrs. Childs' concern regarding payment to Dr. Chambers while being employed elsewhere, Mr. Eubank explained that the current contract allows the superintendent to consult, with agreement of the Board. If she consulted while being an employee she would have had to take leave. He looked at the number of paid days, which is 146, and the number of calendar days, and if she were to work on her own time at 8 hours per day, it would be in the neighborhood of 47%. You can be a contract versus an employee and do the same job so he thought to make it simple to say either employed or consult. The number could be approximately 50%. He clarified that approximately \$77,000 is what the district would be paying her and if she makes more than \$38,500, the district would subtract anything above that.

Chairman Sharpe noted that she was comfortable with the language as first presented in the agreement that "Chambers shall notify the Chairman of the Board within 5 days after her employment(s) and certify in writing the name and address of such employer and the amount of monthly salary and/or compensation she will earn and be paid, as may be changed or altered, prior to October 1, 2004."

Mr. Eubank pointed out the reason for proposing the contract be done this way is it makes it clear that whether it is consulting or employment there is a limit on how much can be done.

Chairman Sharpe would like to see in the agreement a clause, if Dr. Chambers is on administrative leave, that Dr. Chambers should be available to this Board for help as deemed necessary through September 30, 2004, with budgetary matters, magnet programs or any assistance needed during the transition of a new superintendent.

Staff Attorney Robinson noted that language could be inserted in the agreement that Dr. Chambers would make herself reasonably available to assist in the transition at mutually convenient dates and times for the purposes stated, and the Board could authorize the Chair to execute the contract with the insertion of that provision.

Mr. Eubank suggested the language could be inserted between items 3 and 4 of the agreement.

Dr. Chambers stated that she wants the smoothest transition possible and will work very hard to make certain that whatever information or help is needed, she will be happy to help even if it is nights or weekends.

Chairman Sharpe asked that the language be drawn up so that it is clear

there will be no additional compensation.

Dr. Chambers understands this, and it would be at her good will to come back and assist in any way she could at a mutually agreed upon time.

Mr. Lang clarified that this is just up through September 30, 2004.

Motion by Mrs. Cawthon Seconded by Mrs. Pinkoson

Moved to accept the Separation Agreement and Amendment to the Amended Contract of Employment, with the inclusion of the new addition as stated, effective March 1, 2004.

Mr. Eubank clarified that the Amendment commences on March 1, 2004, and ends on August 5, 2005. And Dr. Chambers will be placed on Administrative leave with pay effective March 1, 2004. The mutually agreeable language will be inserted between paragraphs 3 and 4 and become number 4.

Mrs. Childs pointed out that she is voting against this motion because she sees no sense of urgency in doing this, having an interim and paying the superintendent essentially for doing nothing when the district could have her experience and knowledge base through the next few months. She feels it is not good stewardship on the part of the district or the state funds. Usually, it is very easy for her to see the other side of the coin. She needs an explanation as to why it is so important to get the superintendent out. She does not share that sentiment. She will be voting against this, although she does like the amended pieces much better than the original.

Mr. Eubank explained his vote will be taken considering what he thinks is in the best interest of the district. He doesn't exactly feel a sense of urgency. Dr. Chambers has agreed to continue to offer her experience and knowledge base in the future. He has done a lot of soul searching and in talking with staff, he found a 100% agreement that for this district, in this critical time, as we look at rezoning, magnet schools, and other issues, there is a lot of internal distraction and by moving on, it will allow staff to focus on the district and not continue to spend time focusing on this particular situation. In terms of funds, if you look at the current obligation to Dr. Chambers through September 30, 2004, accumulated leave that will accrue and the monthly car allowance adds up to \$10,940 excluding benefits. If we follow the tradition as in the past of doing a supplement, and if we choose the \$2500 a month for the four-month period until we have a new superintendent, that's \$10,000 a month plus benefits. So, in reality, the financial obligation to the

district, if we approve what we are discussing today, versus our current obligation, will be an actual savings of \$940 plus benefits. The only point is that, financially, the money that's leaving the district is not actually going to increase. He is comfortable with Dr. Chambers agreeing to come back and help when needed and the fact that there is competent staff available to help in the interim period. Need to look at what's best for the district and move forward. He would not in anyway support this with the idea to give the superintendent time to look for another job.

Chairman Sharpe stated that she has tried to check the pulse of the public. Some people are having a hard time with paying someone not being here and some say the best thing to do is just move on. I know this is a critical time for the district with FCAT coming up, budget, magnet programs, and rezoning implementation requiring a lot of attention. She, too, is struggling paying someone who will not be here; however, as a district, there is a need to have as smooth a transition period as possible. She will feel better as long as there are built in assurances added to this contract to use Dr. Chambers' expertise as much as mutually agreeable. We know the superintendent is leaving, so we need to go about the business of getting someone to replace her knowing she will be here to help during the budget period, etc., and considering what is best for the district.

The question was called.

Upon Vote: Motion passed 4-1
Yes: Cawthon, Eubank
Pinkoson, Sharpe
No: Childs

APPOINTMENT OF
INTERIM
SUPERINTENDENT

Motion by Mrs. Childs

Seconded by Mrs. Pinkoson

Moved to appoint Mrs. Sandy Hollinger as interim superintendent effective March 1, 2004, with a supplement of no less than \$2500 a month.

The question was called.

Upon Vote: Motion passed 5-0

Mr. Lang noted that the Board may not need a contract for Mrs. Hollinger, and he understood the motion was that she would serve as superintendent of schools of Alachua County until such time as the Board determines to the contrary.

Chairman Sharpe requested protection of the deputy superintendent position for Mrs. Hollinger as when she finishes serving as the interim superintendent, she will return to this position.

Mr. Eubank confirmed that Mrs. Hollinger, also, will continue with her current position.

Chairman Sharpe noted that an Informal Board meeting is scheduled March 9, 2004, at 9:30 a.m. She would like to discuss dates related to the selection of a new superintendent and discuss a process on questions and the inclusion of the general public.

ADJOURNMENT

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