

**Cumberland County Board of Education
Special Meeting
Superintendent Contract
February 17, 2016 – 6:00 PM**

The Cumberland County Board of Education met in special session on Wednesday, February 17, 2016, in the Central Services Board Room, where the meeting was called to order by Chairman Hassler at the approximate hour of 6:00 p.m. He welcomed everyone to the meeting.

PRESENT: Hassler, Stone, Blalock
Parris, Freitag, Janeway
Hutson, Patterson, Bowman

ABSENT: (None)

COUNSEL: Mr. Earl Patton

1. **Call to Order – Mr. Don Hassler:** (See above)
2. **Moment of Silence/Pledge of Allegiance – Mr. Don Hassler:** After a moment of silence, Mr. Stone led the audience in the Pledge of Allegiance.
3. **Roll Call:** (See above)
4. **Declarations of Conflict** - Per TCA 49-2-202 Board of Education Members who have relatives (per the statute: relative means: Spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you) employed by the system are asked to raise your hands to identify yourself. "Do you certify that the votes that you make tonight will be in the best interest of the school system, regardless of the effect that your vote may have upon the employment of your relative or relatives?"
5. **Approval of Agenda:** (See Exhibit #1) Bowman requested different aspects of the contract could be voted on individually through out the meeting. Stone made a motion and Bowman seconded a motion to approve the agenda with the changes requested.

VOICE CALL: All ayes
MOTION: Carried unanimously

6. **Superintendent Contract Discussion:** Chairman Hassler stated the intent of the previous worksession was to clean up some minor concerns with the contract. Blalock asked Mr. Patton if item #14 was corrected? Mr. Patton stated that his intent was to create two different versions. He read the second version of the contract (See Exhibit #2) and stated he understood that the board might choose from these two versions or may have another idea on how to do it. Hassler asked Blalock if the second version relates to

what you think. Blalock said his intent of the whole thing was you should let someone know if they are going to be rehired and not leaving them wondering. He stated he could live with either one as long as the person knows if they are going to be hired back or not in the January board meeting. Patton asked for clarification that January the last year of the contract. Blalock confirmed that would allow 6 months for a transition if needed.

Hassler asked if anyone else had any further discussion outside of term of contract or salary?

Janeway stated at the worksession there was consensus of not agreeing with #6.

Hassler stated that #1, #2, and #6 would be the items we have the most discussion on.

Janeway stated we had a lot of discussion if we wanted to go straight salary or incentive base.

Stone stated that after the meeting with discussion to this contract he went home and sent out about a dozen messages to teachers and as many principals he could access on Facebook. I personally will not be supporting bonuses anymore based on the input I received. The reasons vary from the Superintendent should not receive bonuses from their hard work based on TVASS scores for the superintendent performance. No faith in the TVASS as a measure of performance. Others mentioned it is already pressurized and it will only add pressure.

Hassler stated we discussed two parts of the bonus on top of base salary and lots of discussion and comments. The second part of that was in the Annual Evaluation and making that instrument more data based specially in the student achievement section. Stone stated he thinks we need to completely revamp the evaluation due to he does not feel it is very useful. Hassler advised we will stick to the contract tonight knowing that the evaluation will be in later conversation.

Freitag agreed with Stone on the bonus. He stated he knows that Ms. Graham will give 110 percent no matter what. The salary or bonuses will not make a difference. He feels we decide on the fixed salary with three years and then in January vote to extend another year if Ms. Graham wants it.

MOTION: Stone made a motion to eliminate any further discussion of bonuses that is related to this contract. Freitag seconded the motion.

Ms. Graham stated the only differentiated pay that we offer is for extra work. I do not feel like it puts me on solid ground with the teaching profession here if they think I am gaining something that they are not able to gain. I do not think that one person in the school system looks good to the community. I never asked for it and was a little shocked at the discussion. I just don't feel like that is a good place to me or the staff.

Patterson agrees with Stone and with Ms. Graham. She has also talked with a few people.

VOICE VOTE: Stone (mover-yes)
Freitag (Seconder-yes)
Carried 8-yes, 1 no (Janeway)

7. Superintendent Contract

Item #1: Chairman Hassler requested discussion on item #1 Term of Contract discussion. No discussion was requested.

MOTION: Janeway made a motion to enter in a 3-year contract with Ms. Graham, Bowman seconded the motion.

VOICE VOTE: Janeway (mover-yes)
Freitag (Seconder-yes)
Carried 8 yes, 1 no (Blalock)

Blalock stated he feels it should be a 4-year contract.

Hassler restated Ms. Graham's contract would begin on July 1, 2016.

Item #2: Chairman Hassler requested comment or question on item # 2 – No comments

Item #3: Chairman Hassler requested comment or question on item # 3

Mr. Patton advised after meeting with Ms. Graham they would like to add to 3(c) first sentence to the SUPERINTENDENT shall reside within the boundaries of the Cumberland County School district.

Item #4: Chairman Hassler requested any kind of discussion before we come to a motion on item #4?

MOTION: Blalock made a motion for \$105,000, Stone seconded the motion. Hassler asked for any discussion on the \$105,000. No discussion was made.

VOICE VOTE: Blalock (mover-yes)
Stone (Seconder-yes)
Carried 8 yes, 1 no (Bowman)

Janeway asked for clarification that this is the salary, Hassler confirmed.

Item #5: Chairman Hassler requested comment or question on item # 5 – No comments

Item #6: Chairman Hassler requested comment or question on item # 6

Janeway advised he knows there were multiple discussions and at the worksession it seemed we were not in favor of this, however does not know how the board feels now that we have backed away from the bonus structure. Janeway then asked Stone how do you feel about that?

Stone responded "I would like to strike it. I would like the salary to be \$105,000 for 3-years."

Stone advised the Superintendent is one of the more highly paid positions in the system and he has received a lot of push back from certain folks on how much we pay our Superintendent, however personally I think its not a bad deal to get a \$52 million dollar company CEO for \$105,000. I will say that I like the idea of \$105,000 being the amount of the entirety of this contract and if we were to add a year or three more years at the end of the three years then we could possibly look at an increase then even if it's not in the contract that way.

Bowman stated if that is the way we feel then it would need to be in the contract that if we extended the contract then we could revisit the salary.

Hassler asked Mr. Patton that during the renewal of a contract isn't salary a negotiable part of the renewal? Mr. Patton stated sure, but it should be clarified that this is the intention of the board.

Janeway stated the principals and assistant principals came up in discussion to what Mr. Andrews makes to what we are offering Ms. Graham would rank. In the previous ranking our Superintendent was ranked in the top twenty percent in Tennessee, the principals and assistant principals or administrative staff was ranked in the top fifty in Tennessee and our teachers were ranked in the hundredth. It's not proportionate. We have to do in the budget process more in line.

MOTION: Stone made a motion to strike item #6 from the contract, Janeway seconded the motion.

Blalock stated that Ms. Graham has tenure; the state gives a raise for all tenured teachers would that require us to give Ms. Graham a raise? Mr. Patton replied "No."

VOICE CALL: Stone (mover-yes)
Janeway (Seconder-yes)
Carried unanimously

Item #7: Chairman Hassler requested comment or question on item # 7 – No comments

Item #8: Chairman Hassler requested comment or question on item # 8 – No comments

Item #9: Chairman Hassler requested comment or question on item # 9 – No comments

Item #10: Chairman Hassler requested comment or question on item # 10 – No comments

Item #11: Chairman Hassler requested comment or question on item # 11 – No comments

Item #12: Chairman Hassler requested comment or question on item #12 – No comments

Item #13: Chairman Hassler requested comment or question on item #13

Mr. Patton stated there was a part of this paragraph that bores further discussion at the worksession for the last sentence in italics. (See Exhibit #2) It bears discussion with Ms. Graham and the board how they want to approach the subject.

Bowman and Freitag stated it covers what has already been discussed.

Janeway asked the board to consider one thing; we currently have a vehicle and two years from now that vehicle is torn up. Have we committed ourselves to purchasing a new vehicle for travel that may incur us more cost?

Stone stated it says whenever possible.

Hassler stated that we have a county vehicle that Ms. Graham can use for travel for school business locally or anywhere in the state. The county would cover the cost of the gas etc. for this vehicle. However if she chooses to take something nicer or her own vehicle then she has to pay for her gas and is not covered at that point.

Janeway asked Mr. Patton if he has looked into the liability and legalities into not reimbursing travel expenses. If we do not reimburse for school purposes will this increase our liability to the school system as far as a potential lawsuit? Mr. Patton advised he did not think it would increase or decrease our liability. The thing that would affect the liability is just an operation of law. It's legal doctrine and effectively you are the employer and she would be the employee if she were on duty at the time. You are liable. I do not think that would have an effect on liability issues.

Hassler stated there is a policy that if a coach/parent carries students in their personal vehicle there is a \$300,000 minimum of insurance. (Policy 3.404 Private Vehicle).

MOTION: Stone made a motion to adopt #13 as presented by Mr. Patton, Freitag seconded the motion.

VOICE CALL: Stone (mover-yes)
Freitag (Seconder-yes)
Carried 8 yes, 1 no (Janeway)

Item #14: Chairman Hassler requested comment or question on item #14

MOTION: Janeway made a motion to accept #14 as presented with a January 31, 2019 date, Bowman seconded the motion.

Bowman stated we should take the day part out and replace with the January board meeting.

Janeway stated he understands what Bowman is saying and would like it to read January 31st because in the event of bad weather a board meeting may be postponed for a couple of days. You don't know what will happen three years in advance.

VOICE CALL: Janeway (mover-yes)
Bowman (Secunder-yes)
Carried unanimously

Item #15: Chairman Hassler requested comment or question on item #15 - No comments

Item #16: Chairman Hassler requested comment or question on item #16 - No comments

Item #17: Chairman Hassler requested comment or question on item #17 - No comments

Item #18: Chairman Hassler requested comment or question on item #18 - No comments

Item #19: Chairman Hassler requested comment or question on item #19 - No comments

Item #20: Chairman Hassler requested comment or question on item #20

Janeway stated this is where he was talking in reference to any other contract supersedes the existing one. If the board comes back in two years and decides to give a salary increase that part will allow that.

Item #21: Chairman Hassler requested comment or question on item #21

Mr. Patton stated he would like to make a change in the 2nd half of this paragraph to Superintendent instead of Director and add additional language for HIPAA and legality requirements to maintain compliance as much as possible under those circumstances.

Janeway stated that is why he thought with Mr. Andrews it would go directly to the Board Chairman strictly because of HIPAA. The board understood we are not entitled to that report.

Item #22(a): Chairman Hassler requested comment or question on item #22(a) – No comments

Item #22(b): Chairman Hassler requested comment or question on item #22(b) – No comments

Item #22(c): Chairman Hassler requested comment or question on item #22(c) – No comments

Item #22(d): Chairman Hassler requested comment or question on item #22(d)

Patton stated that conversation with Ms. Graham an addition to read any position that tenure would apply.

MOTION: Stone made a motion to approve #22(d) as presented by Mr. Patton, Bowman seconded the motion.

Bowman stated if we decided as a board to move her back to the position she is in now, that would be a tenure position wouldn't we have to move her to a teacher's position to receive tenure?

Patton stated he would change it to a supervisory position or a position which tenure would apply.

Stone asked if we could change it to a "classified/certified" position.

Patton and Hassler agreed "certified" would cover everything needed.

Patton advised "classified/certified" are terms that sometimes leads to confusion and would like to use licensed. He will make sure it is crystal clear.

VOICE CALL: Stone (mover-yes)
Bowman (Seconder-yes)
Carried unanimously

Hutson asked if we could use licensed terminology?

Hassler advised we are going to let Mr. Patton decide what the best word to use there.

Patton stated what he hears the board saying the intention is if this was to happen the board would transfer Ms. Graham to a supervisory position or a licensed position, whether that is a supervisor or a classroom teacher.

Stone advised he still prefers the word certified.

Patton stated the only word he is going to use is licensed. Because his intention is to make the agreement the board makes with Ms. Graham crystal clear so nobody is asking a year from now what does this mean. So he will be very careful with the language used.

Hassler advised we all understand that Ms. Graham has input on this contract as well and that she is okay with everything and may have information she may want to add.

Janeway advised he still likes the word certified as well.

Hassler advised Janeway and Stone have spent a lot of time in the Policy Committee clarifying the word "certified" and "non-certified". Certified is one that is a licensed type position an administrative type position and "non-certified" is more clerical, maintenance, or custodial position. We have clarified in our entire policy of the difference.

Hutson stated she would like us to decide on the term used and not leave it up in the air.

Hassler recommended to Mr. Patton that we use the term certified and Ms. Graham can take a look at the word with the approval or non-approval of the contract.

Hutson stated certified would cover any position.

MOTION: Hassler asked for a vote on using the word "certified".

VOICE CALL: All ayes
Carried unanimously

Item #22(e): Chairman Hassler requested comment or question on item #22(e) – No comments

Item #22(f): Chairman Hassler requested comment or question on item #22(f) – No comments

Item #23: Chairman Hassler requested comment or question on item #23 – No comments

Item #24: Chairman Hassler requested comment or question on item #24 – No comments

Item #25: Chairman Hassler requested comment or question on item #25 – No comments

Item #26: Chairman Hassler requested comment or question on item #26 – No comments

MOTION: Bowman made a motion to accept the contract as we have amended, Janeway seconded the motion.

VOICE CALL: Bowman (mover-yes)
Janeway (Seconder-yes)
Carried unanimously

Blalock stated he thinks we should call it Director of Schools and he asked has everyone ever looked up those words to see what they mean.

Hassler stated that we even went to TSBA and even though they are more in favor of Director of Schools Tennessee Code Annotated states Superintendent.

Freitag stated that state law says we can use both terms.

Graham advised it does not matter to her if she is called Director or Superintendent and refers back to the board for preference.

7. Questions from Media – None

8. Adjournment

MOTION: Stone made a motion to adjourn, Bowman seconded the motion.

VOICE CALL: All ayes
Carried unanimously
(The meeting was adjourned at the approximate hour of 7:00 p.m.)

Mr. Donald Andrews
Superintendent of Schools

Mr. Don Hassler
Chairman of the Board

I, Tabitha Webb, do hereby certify that I reported and transcribed the foregoing minutes for the Special Called Meeting on February 17, 2016.

Ms. Tabitha Webb
Executive Assistant to the Superintendent
and Board of Education

