



Inspiring Hope and Empowering All Students To Courageously Pursue Their Goals and Dreams

**Governing Board
Special Meeting Minutes
February 11, 2020**

I. **CALL TO ORDER OF MEETING:** Mr. Sunn, Governing Board President, at 4:30 p.m., called the meeting to order.

II. **ROLL CALL:** Mr. Delson Sunn, Mrs. Nubia Briceno. Mrs. Susan Doucet was in attendance via conference call.

Administration Present:

Kristine Morris, Superintendent

Susan O’Rielly, Executive Director of Business Services

Carrie Brandon, Director of Students Services

III. **APPROVAL OF THE AGENDA**

Motion by Mrs. Briceno, seconded by Mrs. Doucet to approve the agenda. Vote was unanimous. Motion carried. Aye: Mr. Sunn, Mrs. Briceno, Mrs. Doucet

IV. **PLEDGE OF ALLEGIANCE**

V. **PUBLIC COMMENTS – Each speaker is limited to three (3) minutes.** *(This is the time for the public to comment. Members of the Governing Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comments will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date) - None*

VI. **ACTION ITEMS**

- A. Motion by Mr. Sunn, seconded by Mrs. Doucet to approve the 2020-2021 contract and notice of appointment language. Vote was unanimous. Motion carried. Aye: Mr. Sunn, Mrs. Briceno, Mrs. Doucet
- Q. Mr. Sunn asked for an explanation of what furloughing is? *(2020-2021 Teacher contract #7)*
- A. Mrs. Susan O’Rielly responded that furloughing is if we were to get into some financial difficulties and need to reduce the contract, this is the term that is used. This was brought into the language when Districts were not having support from the state Districts did furlough days. Gives us the ability to do that mid-year if necessary.
- Q. Mr. Sunn stated that teachers can’t use their sick leave or paid leave. What is the reason for that? *(2020-2021 Teacher contract #11)*
- A. Mrs. Susan O’Rielly responded no, if you are in a furlough situation you are trying to reduce your budget.
- Q. Mr. Sunn asked if a teacher received more money than the teacher is entitled for work performed, how would that happen?
- A. Mrs. Susan O’Rielly responded that it would be a mistake on the Districts part.
- Q. Mr. Sunn asked how many times has that happened?
- A. Mrs. Susan O’Rielly responded none that she is aware of. I would have to look at past history.
- Q. Mr. Sunn asked if it did happen would it be caught quick? Would someone notice that?
- A. Mrs. Susan O’Rielly responded you would assume the employee would notice it. We have good checks and balances here. We use HR, Payroll and someone in Finance. Mr. Sunn responded that

he had a thought, instead of repaying, remove that language, and state that the salary would be corrected to what it is supposed to be without paying it back. Ms. Kristine Morris responded that she didn't believe we could do that as it's a gift of public funds. If we give them something that they are not entitled too. We will check and get clarity. Mr. Sunn responded, it is a mistake though, the District would take responsibility for that. Mrs. Susan O'Rielly responded that I do understand what you are saying, and it is not common practice. We would have to check with legal counsel and figure out how we would have to document and prove it if it happened so it wouldn't be a gift of public funds. Mr. Sunn responded that he would like us to check on it.

Q. Mr. Sunn asked Mrs. Briceno if she knows how often mistakes happen with FMLA?

A. Mrs. Briceno responded that she is unaware how often that is happens at our District, but from personal experience it's a common mistake. Ms. Kristine Morris responded that the timing of when paperwork gets filed versus when a paycheck is issued there are sometimes corrections that can cause a delay. Mr. Sunn responded that it would be a good idea to have people double check FMLA. Mrs. Briceno did state that it seems the District has the checks and balances in place. Ms. Susan O'Rielly stated that there can be a delay in the timing, and in those situations, it shouldn't be a lot of money. Ms. Briceno responded; this is why she believes the language is in there because there will be errors. Mrs. Susan O'Rielly responded that she cannot guarantee, but she doesn't recall any issues since she has been here. She stated that districts will make every effort to minimize the impact on an employee's paycheck. Mr. Sunn responded that it would be up to the teacher to make mention, and if they allowed it to go on than it is their dishonesty.

Q. Mr. Sunn asked if we can look into it?

A. Ms. Kristine Morris said that we can look into it and see if there is a reason we can't change in the future. Mrs. Susan O'Rielly stated that the gift of public funds might trump the boards desire. We would have to figure if we wanted to change and how to word it. Ms. Kristine Morris responded the ultimate goal is to minimize mistakes.

Q. Mr. Sunn asked what does appropriately certified mean? (*Interim Teacher Contract #2*)

A. Ms. Kristine Morris responded this is where Ana's expertise really comes into play. A truly appropriate certified teacher is one who holds a full teaching certificate. For example, to teach a middle school math class and you have a degree and certification that says you are qualified to teach math. However, sometimes you may put elementary school teachers there that do not have a math specialty, but we consider that appropriate as well. There is a whole menu of things that the state considers appropriately certified. We rely on what the state allows and gives us guidance on as appropriately certified.

Q. Mr. Sunn asked if it's prorated for the rest of the year? (*Interim Teacher Contract #17*)

A. Mrs. Susan O'Rielly responded yes, my assumption would be that they are giving us the ability to say originally, for example, this contract was for 180 days for whatever reason it's going to be 170 days, we are not paying you in full, we are prorating your contract on a daily rate.

Q. Mr. Sunn asked that if the school opens again, they would be put back on their regular pay but nothing extra? They would not be getting paid from the time when the school is closed, they would pick up for the remainder of the contract.

A. Mrs. Susan O'Rielly responded right, it will be when they are physically there.

Q. Mr. Sunn stated that the District may provide incidental food and beverages. He then asked why is food and beverages in there? (*Interim Teacher Contract #20*)

A. Mrs. Susan O'Rielly responded it's in answer to an attorney general opinion that is about 10 years old. It is a gift of public funds if it is not in the contract.

Q. Mr. Sunn asked if it has to be worded in the contract for it to not be a gift of public funds?

A. Mrs. Susan O'Rielly responded yes, and it has to deal with taxable. It's not considered a taxable income; we would have to figure the cost of the lunch and tax it appropriately.

Q. Mrs. Briceno asked if it's like what we do with the breakfast at the beginning of the year or the lunch at the end?

A. Mrs. Susan O'Rielly stated yes. There is not a lot of funding to do those things and it is very rare.

Q. Mr. Sunn asked what a Sor is?

Q. Mrs. Kristine Morris asked if that is the only place that it is in?

A. Mr. Sunn responded that it is in all of them.

A. Mrs. Kristine Morris responded that the "S" was attached to the word contractor, which has been struck out. There may need to be a space between that and "or."

Q. Mr. Sunn asked if you will find out about that?

A. Mrs. Kristine Morris responded that we would find out what that is and fix it. Mrs. Doucet responded that according to google an SOR is a Student Organization Registrar. Mrs. Morris responded that she would try and get Ana to respond.

Q. Mr. Sunn asked if we got the shall in all?

A. Mrs. Kristine Morris responded yes.

Q. Mr. Sunn asked would they be allowed to work without a fingerprint clearance card? (*Administrative Contract Q2*)

A. Mrs. Kristine Morris responded no. For example, if they are employed and their fingerprint expires, or certification expires that allows us to place them on leave and not compensate them until they get it corrected.

Q. Mr. Sunn asked if that would be a big ding in the workday?

A. Mrs. Kristine Morris responded yes.

Q. Mr. Sunn asked if the District has anyway of seeing or telling if it is time to renew?

A. Mrs. Kristine Morris responded yes; Ana's department does that. Mr. Sunn responded that is another thing that probably shouldn't happen. Mrs. Kristine Morris did respond that it is the obligation of the teacher to maintain their fingerprints and their certification, but we do remind them when those things are coming due.

Q. Mr. Sunn asked if notice of appointment is at will employees?

A. Mrs. Susan O'Rielly responded yes, they are classified.

Q. Mr. Sunn asked if there was a change from 15 days and not 10?

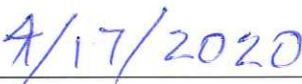
A. Mrs. Susan O'Rielly responded it went from 10 to 15 days.

VII. **ADJOURNMENT**

Motion by Mr. Sunn, seconded by Mrs. Briceno, to adjourn the meeting at 4:50 p.m. Vote was unanimous. Motion carried. Aye: Mr. Sunn, Mrs. Briceno, Mrs. Doucet



Mr. Delson Sunn, President of the Board



Date