

BREVARD COMMUNITY COLLEGE

3. INTERIM PRESIDENT CONTRACT:

Mr. Handley reported Mr. McCotter requested a special meeting be called to discuss concerns regarding the proposed interim contract.

Mr. McCotter reported he had expressed his position that the interim president would best be filled by an internal employee in order to have a seamless transition without a learning curve; however, it was opinion of the majority of the Board that Dr. Drake serve as interim president. Mr. McCotter stated he felt the recommendation was made as Dr. Drake would not apply nor be eligible to apply for the position. Mr. Theriac reported that Dr. Hockaday recommended against having an in-house person serve as the Interim President, who might also apply for the position, because it would constitute an unfair advantage. Mr. Theriac further reported this concern does not apply to Dr. Drake as he is not in-house; Dr. Hockaday was referring to BCC employees specifically. Mr. Theriac reported if an internal candidate served as Interim it would exclude a potentially qualified employee from applying for the position. Mr. Theriac reported although Dr. Drake does not intend to apply for the position, he should not be excluded from consideration in the event he excels in his job performance and a more fitting candidate is not identified.

Mr. McCotter responded it is his opinion that Dr. Drake should apply and compete for the position if he feels that he is qualified and has any intention of filling the position permanently. Mr. McCotter indicated that he talked with Dr. Hockaday about the situation, and Dr. Hockaday indicated that selecting the Interim President as President would thwart the search process. It was his opinion, candidates might not apply as they might perceive Dr. Drake would have preferential consideration.

Mr. Handley reported Dr. Drake and his attorney rejected the original wording of paragraph 6, feeling it was too restrictive. Mr. Handley reported in his opinion the current wording of paragraph 6 is fine and allows the Board the ability to appoint Dr. Drake should the search prove inadequate. Mr. Handley confirmed Dr. Drake does not want to apply for the position, and intends to return to UCF after a new President is hired. Mr. McCotter maintained that paragraph 6 be changed to prohibit Dr. Drake's appointment as President if he has not competed in the search process.

Mr. Theriac reported it should not be an issue as applications of many qualified candidates for the presidency should be received. Mr. McCotter reported that if the Search Committee identifies four or five finalists, the Board should be committed to hiring one of those finalists as the College has defined a process to select the President, and it would not be ethical if the Board selected someone who did not apply for the position. Mr. McCotter repeated Dr. Drake should apply for the position if he is interested because it is the fair thing to do in consideration of the other applicants. Mr. Theriac stated the Board should err on the side of the College's best interest, and deal with related criticism if necessary.

Following discussion, it was consensus of the majority that the language in the current contract is appropriate.

Mr. Theriac moved approval of the contract for
Dr. James A. Drake's appointment as the Interim President.
Mrs. Wilson seconded the motion.

Mr. Matheny addressed two additional changes that appear in the contract.

1. The annual salary was changed from \$141,000 to \$150,000. Mr. Handley reported he erroneously stated Dr. Gamble's salary as \$200,000 in discussions with Dr. Drake's attorney. As a result, he stated Dr. Hockaday's recommended three-quarters of
2. Dr. Gamble's current salary is \$150,000.
3. Mr. Matheny reported the former policy of the Board of Education allowed a six months' extension; however, this restriction has been removed, so the Board decided upon a one-year contract.

Mr. McCotter confirmed that Mitch Goldman is Dr. Drake's attorney, and does not work in the same firm as Mr. Theriac. It was confirmed that Mr. Theriac does not represent Dr. Drake.

All those in favor of the motion - Theriac, Handley and
Tsamoutales.

The vote was rescinded for further discussion

Mrs. Wilson inquired if the language in paragraph 9 was appropriate regarding Dr. Drake's insurance. Mrs. Wilson felt it would be more appropriate to substitute the language "Dr. Drake and his wife" rather than "eligible family."

Mr. Little suggested that it might be more seamless for Dr. Drake if BCC agrees to pay for continued COBRA coverage under Dr. Drake's current insurance plan with UCF. It was the consensus of the Board that this option might make it easier for him to return to the plan when he returns to UCF after his term as Interim President at BCC. Mr. Handley authorized Mr. Matheny to discuss this with Dr. Drake's attorney and negotiate the provisions in paragraph 9. Mr. Matheny reported if there is disagreement with these changes, another Special Meeting may be required.

All those in favor of the motion - Theriac, Handley,
Tsamoutales, and Wilson; opposed - McCotter. Motion
carried 4-1.

4. OTHER BUSINESS:

