



# COPPINS MONROE, P.A.

ATTORNEYS AT LAW

## INVESTIGATIVE MEMORANDUM

To:	Rocky Hanna Superintendent Leon County Schools
From:	Scott J. Seagle, Esq.
Date:	July 1, 2021
Subject:	Chiles High School – AP Program funds / Hourly Employees

### I. Overview:

Coppins Monroe, P.A., was retained on June 11, 2021, to investigate the alleged misuse of Advanced Placement (“AP”) project funds at Chiles High School (“CHS”). Specifically, the District learned that CHS Principal Joseph Burgess (“Burgess”) had created and funded multiple hourly positions from the AP budget unrelated to AP instruction. In most cases, the “hourly” wages were paid without the necessary documentation, such as timesheets, and essentially operated as non-bargained supplements. In other cases, employees were hired for hourly “as needed” work that was frequently undefined and poorly tracked. The most concerning of these included substantial payments to CHS [REDACTED] for undefined and untracked hourly work.

This investigation finds that there is insufficient evidence to conclude that Burgess violated any law, policy, rule, or directive regarding the use of AP project funds. Although commonly understood that such funds were dedicated to advancing AP activities, no such express limitation can be found. The District’s internal practices and guidance on the issue have also been unclear and, at times, inconsistent. As the unrestricted use of these AP funds allows and underlies the specific compensation issues otherwise addressed by the investigation, this Report recommends that the District adopt and publish explicit rules governing the appropriate use of the funds and provide training to administrators.

There is also insufficient evidence to conclude that Burgess violated District procedures in accessing the AP project funds to hire these positions. Although the District has promulgated a “Non-staffing Allocation Notice for School-Level Budgets” designed to trigger review when positions are funded from alternative sources (such as the AP budget), and although Burgess did not submit the form for the positions at issue, the District acknowledges that it has not consistently required that the form be submitted for hourly positions. The District Budget Office approved the Personnel Action Forms Burgess submitted without notifying Burgess that the form was missing and without indicating there was potentially an issue with the identified funding source.

This investigation also does not find that the employment of teachers in hourly positions violates either District policy or the LCTA Collective Bargaining Contract. The LCTA Contract explicitly granted Burgess broad discretion to employ teachers in hourly positions to meet the many and various needs of the school. So long as funds were available and the extra duties were: (1) not part of the teacher’s regular job duties, (2) performed outside of the regular workday, and (3) not already compensated by a supplement, this extra duty hourly compensation was permitted. Although in practice many of the payments resemble non-bargained supplements, the ability to pay teachers for extra duty hourly work was explicitly bargained in addition to supplements. Because the LCTA Contract also provides that Burgess could authorize a specific amount of time for such extra duty work, nothing prevented Burgess from assigning a maximum amount of time/pay that could be earned in the various positions. This Report thus cannot conclude that, as a general practice, the employment of teachers for hourly extra duty work violates either District policy or the LCTA Contract.

This investigation does find that for nearly all employees authorized to engage in hourly work utilizing AP project funds, Burgess falsified District records by approving, signing, and submitting payroll documents he knew (or should have known) were inaccurate. This Report concludes that, contrary to Burgess’s claims otherwise, there was in most cases no expectation that employees would track or submit their hourly time. Instead, the hours Burgess approved and submitted for payment resulted from mathematical calculations that merely divided a pre-determined dollar amount by the employees’ hourly rate and then divided the result again over eight to ten months. The hours submitted often likely had no relation to the hours actually worked in the claimed pay period. Because hours were not tracked, it is impossible at this time to confirm that even the minimum number of hours needed were actually worked. This Report thus concludes that although Burgess *could have* properly paid these same employees for the same extra duty work, he did so in a manner that was grossly improper. This Report further concludes that CHS [REDACTED] [REDACTED] was complicit and actively involved in this misconduct

This investigation also finds that for certain employees, the alleged extra duty work was not beyond the teacher’s regular job duties. Burgess’s employment of these teachers for these activities was thus improper and in violation of the LCTA Contract. The investigation

also concludes that certain non-teaching hourly positions were improperly paid without hourly time being properly tracked, and that certain other payments specific payments were not authorized.

Finally, this investigation has raised substantial concerns about Burgess's conduct with regard to [REDACTED]. As with the other employees, Burgess had the authority to employ [REDACTED] for extra duty hourly work. However, unlike the other employees addressed by this report, [REDACTED] was not given any specific assignment or task for his untracked hours. [REDACTED] merely took on such undefined/additional tasks as he saw fit and at his own discretion. These duties often approached or blurred the line with his existing job duties. Nor did Burgess provide any oversight or accountability for [REDACTED] alleged extra work. While it is beyond the scope of the current investigation to verify what actual extra work was performed, the amount of pay, the circumstances surrounding the pay, and the lack of oversight, accountability, and recordkeeping create a strong appearance of impropriety.

In light of these findings, this Report recommends that the District take various specific actions to close the loopholes in funding and compensation. This report further recommends that Burgess be disciplined in accordance with the District's policies and regular practices, which may include discipline up to and including formal reprimand, suspension without pay, and/or demotion or transfer to another District facility. This Report also recommends that [REDACTED] receive appropriate discipline for [REDACTED] role in these violations and for failing to report Burgess's misconduct, which may include formal reprimand and/or suspension without pay.

## II. Exhibits:

The following exhibits are attached to his investigation:

1. Section 1011.62(n), Florida Statutes
2. AP Allocations (2020-2021)
3. CHS AP Expenditures on Hourly Positions (2014-2020)
4. AP Fund Email (2018)
5. AP Fund Email (2015)
6. Non-Staffing Allocation Notice (Sample)
7. Personnel Action Forms (Completed)
8. School Board Policy 3410
9. LCTA Contract (Excerpts)
10. Payroll Procedures
11. School Board Procedure 6510A
12. CHS Hourly Payroll Authorizations (May 2020 to June 2021)
13. AP Hourly Position Funding Summary
14. [REDACTED] (Emailed Monthly Hours)

15. [REDACTED] (June 2021 Hours)
16. [REDACTED] (Emailed Monthly Hours)
17. [REDACTED] (Emailed Monthly Hours)
18. [REDACTED] Email (06.28.21)
19. [REDACTED] Spreadsheet
20. [REDACTED] Extra Duty Work Summary
21. Burgess Letter re CHS Multipurpose Field

### III. Investigative Narrative.

#### A. Use of AP Project Funds.

Section 1011.62(1)(m), *Florida Statutes*, (the “AP Success Bonus Plan”) provides that an amount equivalent to 0.16 FTE student membership be awarded to a District for “each student in each advanced placement course who receives a score of 3 or higher on the College Board Advanced Placement Examination[.]” The statute further provides that:

Each District must allocate at least 80 percent of the funds provided to the District for advanced placement instruction, in accordance with this paragraph, to the high school that generates the funds.

[Ex.1].<sup>1</sup>

For the 2020-2021 school year, the District received \$2,071,706 under the program, and Chiles High School received \$449,238. [Ex.2]. Evidence shows that approximately \$107,777 of this money was used to fund extra duty hourly positions unrelated to AP activities. [Ex.3]. This was consistent with a long-standing practice at the school. [*Id.*].

Despite a generally expressed belief otherwise, no law or District policy explicitly restricts, commits, or assigns the use of AP funds to any specific purpose. Although some in the District point to Section 1011.62(1)(M), *Fla. Stat.*, (quoted above) as limiting the money’s use to “advanced placement instruction,” such is not clear from the text of the statute. While the law provides that 80% of the awarded AP bonus monies must be delivered to the generating school, the statute does not clearly limit the school’s use of the money following delivery. The statutory language identifies the source of the funds and how they are to be distributed within the District, not their ultimate use by the school.

Further, although it has been alleged that school principals have been instructed to limit the money’s use, no records of such training or instruction can be produced. Indeed, the evidence suggests an inconsistent approach to treatment of the funds. For example, in

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<sup>1</sup> The statute provides that bonus of \$50 also be awarded to each AP teacher with a student receiving a score of 3 or higher on an AP examination.

a 2018 email exchange between District Budget/FTE Director Namoi Coughlin and Leon Virtual School Principal Jessica Lowe, Coughlin indicated that the funds could be used for any purpose that “enhance[d] student learning.” Specifically, Lowe asked Coughlin:

I have a question about AP\$. I have heard different rules for spending these dollars from different principals. I have been reluctant to spend any because I hear different ways to use it. Is there a set of rules that govern how we spend AP\$?

Coughlin responded:

The funds should go back to support AP, however, I have given up being the AP police. As long as you spend it to enhance student learning I am not going to stop you.

[Ex.4].<sup>2</sup> Coughlin also acknowledges the common and long-standing practice of schools in the District using AP money to fund full teaching units regardless of the unit's relationship to AP activities.

On the other hand, Coughlin also specifically rejected an earlier attempt by Burgess to use AP money to fund non-AP-related paraprofessional positions. In a 2015 email exchange, Coughlin warned:

[An employee] brought me several forms yesterday in which you are trying to use AP funds to pay for several instructional paras. At this time you don't have enough funds to cover all of these positions, and you shouldn't be using AP funds to pay for instructional paras.

[Ex.5].

Burgess states he reviewed the District's policies and procedures and found no limitations on the money's use. While Burgess acknowledges the above 2015 exchange with Coughlin, he claims he: (1) interpreted the email narrowly as prohibiting the use of AP money to fund *paraprofessional* positions (which he did not attempt again), and (2) knew of Coughlin's 2018 email exchange with Principal Lowe and believed that any prior informal

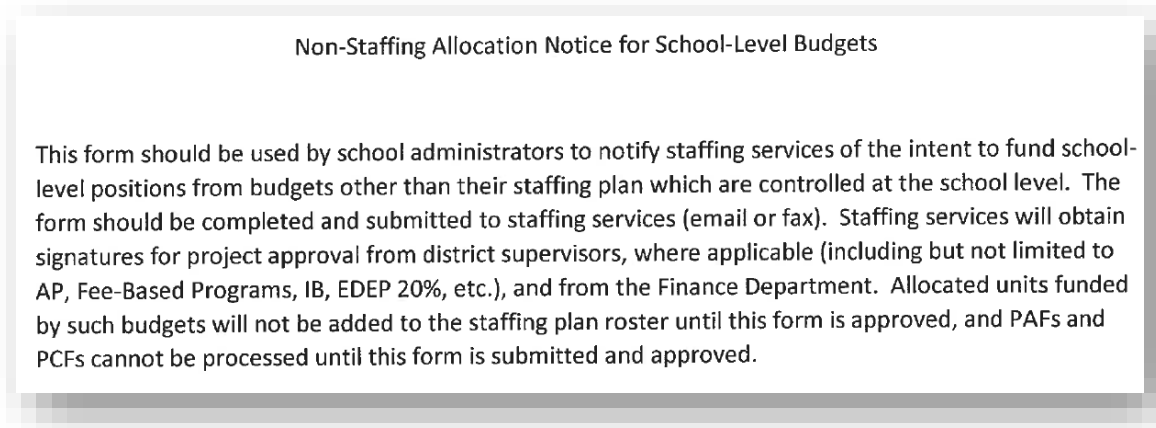
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<sup>2</sup> No clear definition was given or can be found for what it means “enhance student learning.” This broad instruction offers little practice guidance as nearly any expenditure in a school setting can potentially be justified as offering some enhancement to student learning.

restrictions had been loosened or lifted.<sup>3</sup> Burgess states he understands the AP project money to be “fully discretionary” under current rules.

While it is far from clear that AP money is “fully discretionary,” it is evident the District lacks clear policy or guidance advising of any specific limitations. This Report thus cannot conclude that Burgess violated any law, policy, procedure, rule, or directive in using the school’s AP monies to fund hourly extra duty teaching positions.

Nor can this report concludes that Burgess violated District procedures for accessing the funds. In the 2015-2016 fiscal year, the District’s Budget Department promulgated a “Non-staffing Allocation Notice for School-Level Budgets.” [Ex.6]. On its face, the form provides that its purpose is “to be used by school administrators to notify staffing services of the intent to fund school level positions from budgets other than their staffing plan which are controlled at the school level,” and specifically identifies AP funds as needing approval:



[/d.]. The form’s purpose is to trigger a review of the proposed expenditure.

When creating the various hourly positions, Burgess completed the required Personnel Action Forms (“PAFs”) and identified that the positions would be funded with AP project dollars (coded: “23040”). [Ex.7]. Burgess did not, however, submit the Non-staffing Allocation Notice along with the PAFs. Coughlin asserts that had the form been submitted, her office would have rejected the proposed expenditures as inappropriate. Without it, the District acknowledges that, although identified, the funding source was not flagged for review.

Burgess contends that he was unaware that the form was required in these circumstances and that he relied upon [REDACTED], to advise which forms were required. [REDACTED] states [REDACTED] also did not believe that the form

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<sup>3</sup> Lowe confirms that she shared Coughlin’s instructions on the use of the AP funds with Burgess in 2018.

was necessary because the positions were hourly rather than full-time. Despite initial confusion, the District now confirms that the form has not been required for hourly positions. This Report thus cannot find that Burgess violated District procedure by failing to submit the Non-staffing Allocation Notice.

#### **B. Compensation of Extra Duty Hourly Employees.<sup>4</sup>**

Teacher compensation in the District is controlled School Board Policy 3410 [Ex.8] and by the Collective Bargaining Contract between the Leon County School Board and the Leon Classroom Teachers Association (“LCTA”). [Ex.9 (excerpts)]. The LCTA Contract provides for a base salary presuming a 7.5-hour workday and 196 working days. The Contract allows for additional compensation through approved supplements and for the assignment of extra duties. [Ex.9 §§ 7.02(D), 21.02(A)(1)-(4), and Appendix B].

In relevant part, Section 21.02(A) provides that teachers may receive additional hourly compensation for undertaking instructional and non-instructional assignments<sup>5</sup> beyond the standard workday, as follows:

1. Additional Instructional Responsibilities.
  - a. Employees who agree to be assigned to teach a sixth (6th) period shall be paid at their regular hourly rate for the additional assigned teaching time. Such employees shall be paid for an additional hour for an additional period of assigned instruction. Such employees shall be provided planning time which is equivalent in length to that provided to other employees at the site and which shall be worked within an employee’s extended day.
  - ...
2. Additional Non-instructional Responsibilities. Employees may agree to be assigned non-instructional responsibilities that extend beyond the standard workday. The time assigned for such responsibilities shall be determined by the site

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<sup>4</sup> This section and those that follow presume the existence and accessibility of an appropriate funding source.

<sup>5</sup> Although the Contract does not define these terms, the Florida Red Book provides that the term instructional to include “activities dealing directly with the teaching of students or the interaction between teachers and students.” [Ex. \_\_ (RedBook)].

administrator or the District and the employee shall be paid for the additional assigned time at their regular hourly rate.

[Ex.9].

District policy procedures for payroll also contemplate extra pay undertaking additional responsibilities:

TEACHERS are to be paid in an hourly position . . . for any work performed outside of their regular duties/hours (196 days) on a regular basis. Hourly positions must be initiated by completing a Personnel Action Form (PAF).

[Ex.10 (“Payroll Procedures”), p.3; see *also* Ex.8 (permitting the negotiation of differential instructional pay for “additional responsibilities”)].

Such hourly pay is only appropriate, however, where the additional work is: (1) not connected to the teacher’s regular job duties,<sup>6</sup> (2) performed outside of the regular workday for which the employee is already compensated,<sup>7</sup> and (3) not covered by a supplement already received by the teacher for the same work.<sup>8</sup> Otherwise, the LCTA Contract vests the site administrator with full discretionary authority to create and fill hourly positions to meet school needs. [Ex.9, § 21.02(A)].

When such positions are utilized, School Board Procedure 6510A (“Timesheets/Clocking-In and Clocking-Out”) mandates that employees must track and submit their hours in a timesheet for payment:

Extra Duty Pay:  
Each employee must record all additional hours on a separate timesheet including name, time-in and time-out, hours worked, etc.

[Ex.11]. The Procedure further provides that:

It is the timekeeping system approver’s responsibility to review records for accuracy, approve information entered by the employee, and

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<sup>6</sup> Section 7.02(c)(1) of the LCTA Contract suggests that assignment of job-related professional duties “such as job-related meetings, committees, conferences, PTA/PTO meetings, and supervisory assignments,” are not grounds for additional compensation.

<sup>7</sup> Section 21.02(A)(2) of the LCTA Contract requires that the extra work “extend beyond the standard workday.”

<sup>8</sup> See Appendix B (“Salary Supplements”).



electronically submit the time and leave records by the published payroll and leave accounting deadlines.

[/d.]. At CHS, Burgess was responsible for reviewing, signing, approving, and electronically submitting time records for hourly employees—and the evidence confirms that he did so regularly. [Ex.12].

Here, the evidence shows that over twenty CHS employees were paid in hourly positions from the AP project funds for the 2020-2021 school year. [Ex.13]. This practice records dated back to Burgess’s first year as Principal in 2012. [Ex.3]. Burgess is adamant that using teachers for these hourly duties was not only appropriate, but beneficial to the school as it eliminated the need to hire new personnel.

For the 2020-2021 school year, the employees receiving additional compensation for hourly work from the AP project funds can be generally classified into three groups (with some overlap):

1. Teachers who informally tracked their total hours and were paid for their claimed extra hours.
2. Teachers who did not track their hours but received “hourly” pay based upon a mathematical calculation of the maximum authorized amount.
3. Other employees and circumstances.

**1. Teachers who tracked their bulk hours.**

This category includes teachers and other employees who performed extra duty work both over the summer and after-hours during the school year for specifically assigned tasks. They include: ██████████, ██████████, and ██████████.

██████████ exeemplifies such work. ██████████, states that he performs a variety of extra duty tasks for the school. Over the summer, ██████████ works at the school four days a week from 7:00 AM to 3:30 PM, performing any/all assigned tasks. This may include assisting with the inventory of school property, moving furniture or entire classrooms, management and storage of files, assisting with administrative planning, assisting with summer testing, and answering the front desk phones. ██████████ explains: “I’ve done everything from painting numbers on the parking lot, [to] fixing golf carts and helping to repair school vans.” ██████████ states there are always things that needed to be done over the summer to prepare for the upcoming year and that ██████████ worked at the school to assist with those tasks as needed. ██████████ states ██████████ turned in timesheets early on, but that ██████████ later told ██████████ just needed to submit his total hours to ██████████ each month. ██████████ admits that because ██████████ did not otherwise track ██████████ time, ██████████ could not go

back now to itemize each day of work. He is adamant, however, that he worked each hour he submitted over the summer months. Records confirm that he submitted time to ██████████ in the manner he claims. [Ex.14].

Because ██████████ work continued through the investigation, ██████████ submitted a more detailed summary of his work in the past weeks:

Day	Hours	Duties
06/15/2021	7:00 AM - 3:30 PM	“Collect materials (Chromebooks, graduation items, organized, testing inventory), assisted with questions for guidance.”
06/16/2021	7:00 AM - 3:30 PM	“Compiled testing stats, created testing calendar for 21-22, continued to move turned in items.”
06/17/2021	7:00 AM - 3:30 PM	“Worked on organizing chrome books; Front desk from 11:45-3:30”
06/21/2021	7:00 AM - 3:30 PM	“Assisted with guidance questions; Worked on organizing chrome books.”
06/22/2021	7:00 AM - 3:30 PM	“Assisted with guidance questions; Worked on organizing chrome books; Worked on facility changes (Classrooms).”
06/23/2021	7:00 AM - 3:30 PM	“Checked parking lot for needed improvements; Continued classroom moves; Prepared property for transfer; Assisted with guidance questions.”
06/24/2021	7:00 AM - 3:30 PM	“Morning front desk; Revised testing calendar; Placed new garbage cans on service road; Continued testing stats; Assisted with guidance questions.”
06/28/2021	7:00 AM - 3:30 PM	“Removed/prepared property for transfer; Planning wellness; Worked on radios; Assisted with guidance questions; Worked on classroom moves; Hurricane shelter meeting; Checked inventory; Gave PERT test”
06/29/2021	7:00 AM - 3:30 PM	“Planned back to school message; Worked on this year’s theme; Began planning bus evacuation drills; Continue property removal; Assisted with guidance questions; Hurricane shelter meeting.”
06/30/2021	7:00 AM - 3:30 PM	“Assisted with guidance questions; Plan fire drills; Classroom moves; Property removal.”
<b>85 total hours</b>		

[Ex.15].

██████████ is representative of the type of “as needed” work also claimed by ██████████ ██████████ and ██████████ over the summer months. While ██████████ states she does not work a regular schedule, she works to assist with similar activities (inventory, moving, planning, etc.). Like ██████████, she recalls that at one time she submitted daily timesheets but says that ██████████ eventually told her it was unnecessary. Similarly, while ██████████ receives 120 hours of extra pay for summer ██████████, ██████████ states that he also works with ██████████ and ██████████ performing similar “as needed” duties which are not related to ██████████. Both ██████████ and ██████████ also submitted bulk hours to ██████████ via email. [Ex.16-17].

During the school year, ██████████ explains that he works extra hours to assist with Saturday school/detention-which he states runs every Saturday from 7:00 AM to 10:30 AM and requires him to be on-site starting at 6:15 AM. He also worked Friday after-school detention. At other times, ██████████ states he worked after hours to assist with testing. For example, ██████████ states that with Digital Academy this year, students could not start their test until 2:30 PM and would not end until 5:30 PM or 6:00 PM. ██████████ claims he has also assisted with Chromebook distribution and recovery and other extra tasks during the year. ██████████ states that during the school year, she was only paid or extra duty hourly time when she worked Friday or Saturday detention. ██████████ did not submit time reports for his work during the school year—which is addressed below.

██████████ confirms that she did not require the teachers to complete or submit daily timesheets. She asserts that she did not believe that such timesheets were required for teachers. [Ex.18].

As the site administrator, Principal Burgess had broad discretion to hire these employees into hourly positions to perform as needed work. [Ex.9]. Access to the AP projects funds allowed for him to fund multiple such positions over an extended period. While this Report cannot find the employment of these persons for these duties violates District policy or the LCTA Contract, the employees should have been required to track their hours in daily timesheets as required by School Board Procedure 6510A.<sup>9</sup> [Ex.11].

This Report concludes that ██████████ violated Procedure 6510A by failing to require that the employees “record all additional hours on a separate timesheet including name, time-in and time-out, hours worked, etc.,” [Ex.11], and by wrongfully instructing the employees that daily timesheets were not required. Although ██████████ claims she believed that teachers did not have to track their hourly time, Procedure 6510A does not contain such an exception. Further, the nature of the claimed hourly work belies any reasonable belief that accurate time tracking was not required.

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<sup>9</sup> This Report does not fault the teachers for this failure as there is no question but that they were following the instructions given to them by CHS ██████████ ██████████

This Report similarly concludes that Burgess violated Procedure 6510A by failing “to review [payroll] records for accuracy” [Ex.11] before signing and approving them for payment. Burgess knew or should have known that accurate daily timesheets were required to support the claimed hours and recognized the absence of such records.

There remain outstanding questions regarding the lack of proof that the employees actually performed the duties and hours claimed. Although the investigation finds the employees to be generally credible, it is beyond the scope of the current investigation to validate or confirm that such duties or hours were actually performed as claimed.

## **2. Teachers who did not track their time.**

This category covers teachers who received “hourly” pay for various specifically assigned extra duty assignments but did not track their hours. The assigned tasks included instructional, instructional support, general support, and community service activities<sup>10</sup> that allegedly met the criteria of being outside the teacher’s regular job duties, required after-hours work, and were not already covered by a supplement paid to the teacher. These include:

<b>Teacher</b>	<b>Description</b>	<b>Amount</b>
██████████	PLATO Seventh Period (delivering additional after-hours instructional services and support)	\$2,500
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██████████	PLATO Seventh Period (delivering additional after-hours instructional services and support)	\$2,500

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<sup>10</sup> The Red Book classifies expenditures by function:

- “Instruction” includes “activities dealing directly with the teaching of students or the interaction between teachers and students.”
- “Student and Instructional Support Services” are “administrative, technical and logistical support services to facilitate and enhance instruction.” (Holocaust, Convocation, Gifted coordinator)
- “General Support Services” are “activities associated with establishing policy, operating schools and the school system, and providing the necessary facilities and services for the staff and student.”
- “Community Services” are “activities that are not directly related to providing education for students in a school system, such as non-instructional services provided by the school system for the community.”

██████████	PLATO Seventh Period (delivering additional after-hours instructional services and support)	\$2,500
██████████	██████████	\$993.50
██████████	██████████ (Coordinating and overseeing the ██████████)	\$1,000
██████████	██████████ (Coordinating and overseeing the Care and Relief for ██████████)	\$1,000
██████████	Technology Assistance	\$4,000
██████████	Technology Assistance	\$3,000
██████████	Technology Assistance	\$1,300
██████████	██████████ (Coordinating and overseeing the ██████████)	\$1,000
██████████	██████████ (coordinating and overseeing the school's ██████████).	\$500
██████████	██████████ (coordinating and overseeing the ██████████)	\$500
██████████	██████████ (performing additional duties related to the set-up and readiness of the school gymnasium for school events and use).	\$500
██████████	██████████	\$500
██████████	██████████	\$3,670
	██████████	\$500
	PALS Team	\$610
	Holocaust Team	\$500

As discussed above, the LCTA Contract grants Burgess broad discretion to employ teachers in hourly positions to meet the many and various needs of the school. Although many of the above payments resemble non-bargained supplements, the ability to pay teachers for extra duty work was compensation bargained and permitted separate from supplements. Because the LCTA Contract provides that the time assigned for additional work is determined solely by the site administrator, nothing prevented Burgess from assigning a maximum amount of time or pay<sup>11</sup> that could be earned in the various positions. The investigation thus concludes that Burgess *could have* employed these same teachers for these same activities in compliance with the Contract and District policy.<sup>12</sup> The teachers

<sup>11</sup> The assignment of either total hours or total pay are interchangeable.

<sup>12</sup> The amounts chosen were set by Burgess without any known benchmark. The payments for “Technology Assistance” are perhaps the most questionable. Although the work allegedly involved some after-hours website maintenance and development, for example, much of the alleged work appears to involve activities completed during the workday.

need to track their hours, turn in timesheets for actual hours worked, and receive compensation up to the maximum authorized. Unfortunately, this was not what happened.

Across the board, the affected teachers confirm that they were never asked to track their hours or turn in any timesheets (or any other log of hours). From their perspective, payment for these extra duties operated as supplements.<sup>13</sup> Rather, than having the employees track their actual time, former CHS ██████████ states that, on instruction from Burgess, the hours were submitted based upon a mathematical calculation. The maximum authorized pay was divided by the employee’s hourly rate, which was then again divided over what was typically eight to ten pay periods. For example, ██████████ was authorized to earn up to \$1,000 for her work as the ██████████ ██████████. Rather than submitting and being paid for her actual time each month, the \$1,000 was simply divided by her hourly rate of \$29.92, and then spread over eight months:

29.92	██████████	1,000.00	>	>	>	4.50	4.50	4.25	4.25	4.00	4.75	3.75	3.50	Bal=0	\$1,002.32
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[Ex.19 (a spreadsheet of ██████████ own design to accomplish this purpose)].

██████████ further confirms that Burgess did not request or expect that actual hours would be tracked. Finally, ██████████ confirms that Burgess knew, and had seen, the spreadsheet she developed to complete the calculations. Although Burgess claims that he expected hours to be tracked and submitted, there is simply no evidence to support this—including Burgess’s own actions (e.g., failing to require timesheets before approving employee time for payment). All available evidence uniformly supports ██████████ claim.

This Report concludes that Burgess falsified District records by approving, signing, and submitting payroll documents for these employees that he knew (or should have known) were inaccurate. The hours submitted often likely had no relation to the actual hours worked in the claimed pay period. Although Burgess and many of the teachers point out that they likely worked much more than authorized by the pay, there is simply no way to substantiate this claim. More importantly, whether the reported hours were false because they were under-reported, or false because they were over-reported misses the point. The troubling aspect is that the reported hours were entirely detached from the actual work being performed. This Report further concludes that ██████████ acted inappropriately through her participation and complicity with the scheme and her failure to report payroll misconduct.

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<sup>13</sup> The teachers either did not notice that the pay was linked to hours or simply believed that such was part of the backend accounting that made the supplements work.

3. [REDACTED]

Although the supplement-like compensation provided to [REDACTED] is not different in nature than the payments discussed in the above section (payment for hourly work without tracking or submitting hours), the compensation for [REDACTED] differs in both its scope and surrounding circumstances. Burgess approved [REDACTED] to receive an additional \$10,000/year for what [REDACTED] informal spreadsheet labeled an “Athletic Stipend.” [Ex.19].<sup>14</sup>

Burgess, [REDACTED], and [REDACTED] all confirm the circumstances by which the additional compensation arose. [REDACTED] interview for the position in 2014, [REDACTED] informed Burgess he could not afford to take a pay-cut if he accepted the job. Burgess asked [REDACTED] to bring in his last paycheck so he could compare the difference. Although the exact difference between the pay is unknown, [REDACTED] recalls it was about a \$1,500/month gap (\$15,000 over ten months). Burgess and [REDACTED] admit that the additional compensation provided to [REDACTED] was intended to help bridge this compensation gap.

Burgess and [REDACTED] however, all also agree that the money was not simply “free” to [REDACTED], and that [REDACTED] had to work additional/extra duties to receive it. As discussed above, Burgess enjoys broad discretion in the assignment of extra-duty/hourly work. If [REDACTED] performed additional duties under such an agreement, compensation was potentially proper. But also as with the above employees, [REDACTED] did not track or submit his hours, and Burgess falsified District payroll records by approving payment for hours that were not tracked. In this regard, the conclusions for [REDACTED] are the same as those above.

Unlike the employees discussed above, however, Burgess did not assign [REDACTED] any specific extra duties. Rather, it appears that [REDACTED] was free to select, at his own discretion, any possible extra-duty as he saw fit. During the year,<sup>15</sup> [REDACTED] claims he performed such tasks as:

- Cleaning, sweeping and maintaining the \$1.4M multipurpose field (used for boy’s soccer, girl’s soccer, lacrosse, flag-football, band, drill team, Special Olympics, and PE programs, and various outside programs) (a 1.5/hr. job [REDACTED] claims he performed 134 times between August 2020 and June 2021).
- Providing coverage for athletic sporting events of all types (basketball, baseball, softball, volleyball, wrestling, flag-football, middle school football, etc.) that occurred on CHS campus (51 events of between 2.5 and 6 hours each).

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<sup>14</sup> Both Burgess and [REDACTED] disclaim this label as an inaccurate description of the compensation [REDACTED] receives.

<sup>15</sup> [REDACTED] summer employment is discussed above.

- Maintaining the “outside of the weight room year-round” including “keeping the weeds under control” and “trimming buses and putting down mulch” at his own expense.
- Opening the weight room for use by all athletes (not just his students) both before and after school.
- Moving the COVID-19 disinfectant “fogger” between locker rooms and weight rooms.
- Providing extra coverage for any other event requested by the administration as needed.
- Being on the “on call” list with the Leon County Sheriff’s Office when trespassers are found on the football field.

[Ex.20].<sup>16</sup>

It is not clear whether many of these duties are truly distinct from ██████ positions as both ██████ and ██████—much less from distinct supplements he receives for them. For example, while ██████ claims that opening the weight room before or after school entitles him to extra compensation, overseeing the weight room is exactly the type of additional duty likely contemplated and included within the supplement ██████ receives for ██████. Similarly, while ██████ claims that his work on the multipurpose field and exterior of the weight room were “maintenance” issues outside of his regular job duties, this is far from clear. District leaders have expressed a firm belief that such activities are regularly undertaken by ██████ as either part of their job or as part of their additional supplemental pay. Defending ██████, however, Burgees provided a letter detailing the importance of the field and noting that in 2019, the District Grounds and Maintenance Department (who had been maintaining the field) advised that they would no longer do so after its conversion to AstroTurf. [Ex.21]. Burgess explains that ██████ work to care for the field when “no one [else] wants to touch it” helps protect a million-dollar-plus taxpayer investment. [Id.]. Unfortunately, the District lacks clear job descriptions for the positions or roles that outline ██████ specific expected duties. ██████ after-hours attendance at ██████-related events on behalf of the school is more properly considered extra duty. But *why* ██████ was needed for this role (compared to an administrator paid for this precise function) is unclear.

Without additional information, this Report can make no conclusions as to whether the claimed duties are appropriate for extra duty hourly pay—especially in light of Burgess’s broad discretion. Further review by the District of this issue may be appropriate. While ██████ unregulated duties imply of an excuse to provide him with higher pay, this Report simply cannot conclude that ██████ did not perform the claimed work or that Burgess lacked the contractual authority to pay him for it. The situation presents and highlights an important

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<sup>16</sup> Validation of the alleged work and hours is beyond the scope of this Report.



example of where additional regulation, policy development, and oversight are needed regarding employment of extra duty/hourly employees.

**4. Other employees and circumstances.**

Other situations involving the payment of employees with AP funds include:

CHS [REDACTED] received pay for 59.5 hours in January 2021. [REDACTED] was hired as a new teacher in mid-December 2020 to replace a teacher who left mid-year. The pay was for hours worked at the school in the two weeks before the teaching position was finalized. During this time, [REDACTED] assisted the substitute teacher in the classes he would assume, prepared to teach, and undertook general on-boarding.

CHS [REDACTED] received pay for 18.0 hours in February 2021. [REDACTED] explains that a World History teacher, [REDACTED], left Leon County Schools after the first semester. For several weeks while a replacement teacher was found, [REDACTED] assumed the extra duty of teaching both classes (her own, and those previously taught by [REDACTED]).

CHS [REDACTED] (a non-teaching position) receives a bargained supplement for her [REDACTED] duties. The supplement, however, only covers her attendance at up to three games per week. [REDACTED] states that at the school's request, she also provided clinic hours at the school on non-game days. Thus, for weeks with three games, [REDACTED] provides clinic hours on the remaining two days. For weeks with just two games, she provided clinic hours on three days. These extra clinic hours are not included in her supplement. While [REDACTED] must be compensated for her additional work, like so many others, [REDACTED] did not track or submit timesheets for her hours. While she claims that her total compensation of 196 hours (\$5,705.56 at \$29.11/hr.) is likely "about right," estimated payments do not meet District policy. The District should take immediate action to ensure that [REDACTED] and others in similar positions are tracking their hours and are paid for actual hours worked in each pay period.

Retired CHS [REDACTED] assists the school with [REDACTED]—a function she says she has fulfilled for the past twenty years. While [REDACTED] must be compensated for this work, she also does not track her hours or submit timesheets. [REDACTED] explains that [REDACTED] was "approved" to receive pay for 3 to 6 weeks of work (40-hours/week and 120 to 240 total hours). This consistent with [REDACTED] claim that she would generally be paid for between 160 and 200 hours each year. [REDACTED] states that [REDACTED] could be paid more if "extra" hours were needed. This compensation is again an inappropriate and in violation of District policy. The District should take immediate action to ensure that [REDACTED] is tracking and submitting timesheets and that she is compensated for all hours worked during any given pay period.

CHS [REDACTED], and [REDACTED] receives an additional \$3,050 for what [REDACTED] spreadsheet calls “Supplements from [REDACTED] 10%” [REDACTED] states this is actually because she serves as the [REDACTED]—and is authorized by the LCTA Contract. Indeed, Section II(B) of Appendix B of the LCTA Contract provides that a Department Chair with at least three employees shall receive a supplement of 4% (\$1,220),<sup>17</sup> plus one-half percent per person over three, to a maximum of 10%. [Ex.9, Appendix B]. It is unknown why the approved Department Chair supplement is paid to [REDACTED] from AP funds. As a Department Chair with over three employees, however, [REDACTED] is unquestionably entitled to additional compensation. However, because Burgess confirms there are only six total employees in the CHS [REDACTED], this [REDACTED] to a supplement of only 5.5% (\$1,677.50). It thus appears that [REDACTED] is being overcompensated for her duties as Department Chair. It is unknown if this results from changes in the Department, simple mistake, or intentional acts.

Besides the pay described above, CHS [REDACTED] and [REDACTED] also received an additional 0.5 hours of pay-per-day. [Ex.19 (documented as “98 Hrs for 8.50 Day”)].<sup>18</sup> Burgess and the employees claim this extra pay is intended to compensate the teachers for their actual hours worked at the school—including arriving early and staying late. [REDACTED] and [REDACTED] claim they are expected work work 8.5 hours a day, but only receive salary sufficient to cover 8.0/hrs. a day. As [REDACTED] explains: “I usually get to work by 6:15 AM, but hours are 6:30 AM to 3:00 PM, which is 8.5/hr.s.” The extra 0.5/hrs. paid by the school covers this gap. Unlike the distinct additional duties undertaken by others (and even [REDACTED] and [REDACTED] for extra duties such as Friday or Saturday school), these additional duties appear to be little more than an extension of [REDACTED] and [REDACTED] regular job duties. For this reason, it is possible, if not probable, that the additional hourly pay was in violation of the LCTA Contract. Further review of this situation may also be appropriate.

Finally, [REDACTED], [REDACTED] and CHS [REDACTED] each received an additional \$1,000/year for what [REDACTED] spreadsheet calls “Emergency Admin.” The teachers explain that this primarily included being on the Sonitrol “on-call” list to respond to after-hour alarms at the school.<sup>19</sup> It is clear, however, that none of these teachers actually

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<sup>17</sup> The percentage is calculated from the “Supplement Base,” which is \$30,500. [Ex.9, Appendix B, Section II(A)].

<sup>18</sup> For example, [REDACTED] hourly rate of \$35.93 x 0.5/hrs, x 196 days = \$3,521.14, the exact amount shown in [REDACTED] Exhibit 19 spreadsheet.

<sup>19</sup> Although [REDACTED] and [REDACTED] claim that this payment would also cover additional duties, such as arriving at the school early or staying late to provide additional student supervision, this same activity was already used to justify the extra 0.5/hrs. they receive each day. Further, while the employees claim that they might have to act in the role of an administrator if none were on campus, it is unclear when or if this has ever occurred, whether

responded to enough calls to justify the payment. ██████████, for example, admits that although she would have to work nearly 28-hours to receive the \$1,000, she never responded to any alarms at the school in the past year. Although ██████████ responded to alarms seven or eight times, he would also have needed to work nearly 28-hours to justify this level of pay. This pay again appears to be in violation of the LCTA Contract.

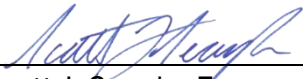
#### **IV. Conclusions and Recommendations.**

In light of the above, this Report recommends that the District:

1. Adopt and implement a policy providing clear limitations on the proper and allowable use of AP project funds and provide training to all District administrators regarding the same.
2. Adopt and implement procedures requiring the use of the “Non-staffing Allocation Notice for School-Level Budgets” for all positions—including hourly positions.
3. Provide training to all administrators, teachers, and staff regarding proper timekeeping procedures, including the required tracking of hours on daily timesheets.
4. Review the need to provide oversight or restrictions on a site administrator’s authority to employ teachers in extra duty hourly positions, including review and approval by the Shared Decision Making Council or others, and annual reporting to, and oversight by, the District Budget Director regarding all such positions.
5. Take immediate action to ensure that all non-exempt hourly employees are appropriately tracking and recording their time and are paid for such time during the appropriate pay period.
6. Release all employee pay withheld during the pendency of this investigation.
7. Impose appropriate discipline on CHS Principal Joseph Burgess consistent with the District’s policies, procedures, and regular practices up to and including formal reprimand, suspension without pay, and/or demotion or transfer to another District facility.
8. Impose appropriate discipline on ██████████ consistent with the District’s policies, procedures, and regular practices up to and including formal reprimand and/or suspension without pay.

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it would have been after hours, or what specific tasks/duties would be required.

  
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Scott J. Seagle, Esq.

07/01/2021  
\_\_\_\_\_  
Date