

# **LAFAYETTE PARISH SCHOOL BOARD**

## **SPECIAL BOARD MEETING**

Wednesday, November 15, 2000 - 4:00 P. M., Board Room

Beverly Wilson, President, Presiding

The School Board of the Parish of Lafayette, State of Louisiana, met in special session at its regular meeting place, the Lafayette Parish School Board Administrative Building, Board Room, Lafayette, Louisiana, on Wednesday, November 15, 2000 at 4:00 P. M., pursuant to notice given in writing to every member.

MEMBERS PRESENT: Beverly Wilson, President; Michael Hefner, Vice-President; Judy H. Cox, Kay Gibson, John Earl Guidry, Rickey Hardy, Carl LaCombe, Edward Sam, David Thibodaux, Board Members; Burnell Lemoine, Acting Secretary-Treasurer

MEMBERS ABSENT: None

The President called the meeting to order.

### **I. TERMS OF SUPERINTENDENT'S CONTRACT**

#### **1. TERM**

Motion (Guidry, Thibodaux) that the Board offer a four year contract to the newly selected Superintendent. Motion carried.

Motion (Sam, Hardy) that the Superintendent's term begin December 15<sup>th</sup> or at his district's midterm. Motion carried.

#### **2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES**

##### **A. Certification**

No action taken.

##### **B. Duties**

No action taken.

##### **C. Outside Activities**

Motion (Gibson, Cox) that the consulting days be changed to five(5)days with a ten(10) day notice of use of those days to the Board President with allowances for emergencies; that days not used cannot be accumulated and that

the Board President maintain a record of outside activity days used per annum and that the paragraph will read as follows: SUPERINTENDENT shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration at his discretion, up to five (5) days per year, with a ten (10) day written notice of use of those days, the location and purpose of absence to the Board President with allowances made for emergencies. SUPERINTENDENT may at his option continue to draw a salary while engaged in the outside activity as described above. In such cases, the honoraria paid Superintendent in connection with these activities shall be retained by the Superintendent. SUPERINTENDENT may choose to use vacation days to perform outside activities. The days that are not used cannot be accumulated and the Board President will maintain a record of outside activity days used per annum. Motion carried.

### 3. PROFESSIONAL GROWTH OF SUPERINTENDENT

No action taken.

### 4. COMPENSATION

Salary

Motion (Sam, Hardy) that the Superintendent's base compensation be set at \$131,000.

A substitute motion was made by Gibson, seconded by Cox that the Superintendent's annual salary rate be set at \$120,000 plus \$5,000 deferred compensation payable yearly. Gibson withdrew her substitute motion.

Sam withdrew his original motion.

Motion (Thibodaux, Cox) that the annual salary rate of the Superintendent be set at \$120,000. Motion carried.

Motion (LaCombe, Sam) that the Board allow the negotiating team to investigate the cost of annuities to provide an amount no less than the current compensation in the former Superintendent's contract payable at the end of the contract term. Motion carried.

Chair called for a recess until after the Regular Board Meeting.

Motion (Sam, Gibson) that the Board reconvene. Motion carried.

#### 4. COMPENSATION - continued

Motion (Gibson, Cox) that the last two sentences of the second paragraph be deleted and the paragraph will read as follows: BOARD and SUPERINTENDENT may mutually agree to adjust salary of Superintendent during the term of his contract, but in no event shall he be paid less than the salary he is presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that BOARD and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended. Motion carried.

#### 5. VACATION AND OTHER BENEFITS

##### A. Vacation

Motion (Gibson, Cox) that in Section A, eighteen(18) vacation days be changed to twelve(12) vacation days, the same amount that beginning administrators receive and verbiage should read similar to other employees. Motion carried.

Motion (Gibson, Cox) that the last two sentences in Section A be changed to: the Superintendent has the option to purchase medical insurance and benefits similar to other employees. Motion carried.

##### B. Membership in Organizations

No action taken.

##### C. Life Insurance Policy

Motion (LaCombe, Sam) strike out Section C. Motion carried.

##### D. Other Benefits

Now becomes C.

#### 6. EXPENSES

Motion (Hardy, Gibson) that customary and reasonable moving expenses are not to exceed \$7500, and that the last sentence be deleted and the paragraph will read as follows: BOARD shall pay or reimburse Superintendent for reasonable expenses approved by BOARD and incurred by Superintendent in the continuing performance of his duties under this Employment Agreement. Customary and reasonable moving expenses not to exceed \$7,500.00 shall also be paid by BOARD. The Superintendent agrees to maintain a residence within

Lafayette Parish, to begin as soon as reasonable possible, throughout the term of his employment as Superintendent. Motion carried.

#### 7. CELLULAR TELEPHONE AND DIGITAL PAGER

Motion (LaCombe, Hardy) that the words "cellular car telephone and/or portable" be deleted and that paragraph will read as follows: The BOARD shall provide the Superintendent with a cellular telephone and a digital pager for the Superintendent's use in continuing performance of his duties under this Employment Agreement. In addition, the Superintendent may use the cellular telephone and pager for personal use that does not interfere with the Superintendent's use for business purposes. The Superintendent shall reimburse the District for any specific charges that are directly related to the use. Motion carried.

#### 8. AUTOMOBILE

No action taken.

#### 9. PROFESSIONAL LIABILITY

No action taken.

#### 10. MEDICAL EXAMINATION

No action taken.

#### 11. PERSONAL PROTECTION

No action taken.

#### 12. GOALS AND OBJECTIVES

No action taken.

#### 13. EVALUATION

Motion (Gibson, Thibodaux) that the second paragraph be deleted and will read as follows: The Board shall adopt an evaluation format within 90 days of the effective date of this contract and shall evaluate the Superintendent pursuant thereto. Motion carried.

#### 14. PERFORMANCE

No action taken.

## 15. RENEWAL OF EMPLOYMENT CONTRACT

No action taken.

## 16. TERMINATION OF EMPLOYMENT CONTRACT

### A. Mutual Agreement of the Parties.

No action taken.

### B. Retirement of Superintendent.

No action taken.

### C. Disability of Superintendent.

Motion (Gibson/Guidry) that ninety (90) days be changed to sixty (60) days and that Section G Death of Superintendent be deleted; and that Termination Contract by Superintendent becomes Section G and presently is pending. Motion carried.

## 17. SAVINGS CLAUSE

No action taken.

## II. PROPERTY FOR CONSTRUCTION OF NEW SCHOOL

Motion (Gibson, Hefner) that the Board go into executive session to discuss property for construction of new school. Motion carried. Thibodaux requested that he be recorded as voting No.

Motion (Hardy, Thibodaux) that the Board go back to regular session. Motion carried.

Motion (Hardy, Sam) that the Board submit to Judge Richard Haik Plan A for the construction of the new school and allow Kyle Bordelon, Director of Planning and Facilities, to begin discussions with the Judge.

Substitute motion (Hefner, Gibson) that the Board authorize staff to present to Judge Haik Plans C & D and that staff come back to the Board on acquisition costs.

The Chair called for a roll call vote on the substitute motion. Voting for were Hefner, Cox, Gibson and Wilson. Voting against were Guidry, LaCombe, Hardy, Sam and Thibodaux. Motion failed.

The Chair called for a roll call vote on the original motion. Voting for were Guidry, LaCombe, Hardy and Sam. Voting against were Hefner, Thibodaux, Cox, Gibson and Wilson. Motion failed.

Motion (Hefner) that the Board consider Plan C for the construction of a new school. Motion died for lack of a second.

Motion (Sam, Guidry) that the Board consider Plan A for the construction of a new school and use Plan C as an alternate.

The Chair called for a roll call vote. Voting for were Guidry, LaCombe, Hardy and Sam. Voting against were Hefner, Thibodaux, Cox, Gibson and Wilson. Motion failed.

There being no further business, it was moved by Guidry, seconded by Gibson and carried that the meeting adjourn. Hefner, Thibodaux, Hardy and Wilson requested that they be recorded as voting No.

SIGNED:

/s/Beverly Wilson

/s/Burnell Lemoine

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President  
LAFAYETTE PARISH SCHOOL BOARD

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Acting Secretary-Treasurer  
LAFAYETTE PARISH SCHOOL BOARD

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