

MINUTES

Monroe City School Board
2101 Roselawn Avenue
Monroe, Louisiana 71201

The Monroe City School Board met in a special call meeting, Monday, December 8, 2008 at 11:30 a.m. at the Monroe City School Board Central Office, 2101 Roselawn Avenue, Monroe, Louisiana 71201. The meeting was called to order by President Dayton. Prayer was offered by Bishop Rodney McFarland. The Pledge of Allegiance was recited in unison.

Item 4: Roll Call

Board Members Present

Mrs. Victoria "Vickie" Dayton
Mrs. Victoria "Vickie" Krutzer
Mr. James Mickey Traweek
Mr. Jessie Handy
Bishop Rodney McFarland, Sr.
Mrs. Stephanie Smith
Mrs. Brenda Shelling

Action Item 5 – Adoption of the Agenda

On a motion by Bishop McFarland that was seconded by Mrs. Krutzer, the Board approved the agenda as printed.

The motion carried on a unanimous vote.

Agenda Item 6 – Final Approval of the Superintendent's Written Contract with Performance Objectives

President Dayton asked Attorney Lawrence to bring the Board up to date on the new changes.

Attorney Lawrence disseminated to the Board a copy of the Superintendent's performance objectives. He noted that two changes were made to the objectives based on a meeting held with Dr. Dupree, Mrs. Dayton and Mrs. Shelling prior to the Board meeting. Attorney Lawrence read the following statement in reference to Objective #1: "The Superintendent will immediately develop and implement a plan to increase the average ACT composite scores at each high school during each school year, at a rate of increase equivalent to the increase of the State-wide Louisiana ACT composite score, using as a baseline the 2007-2008 data as reported by the Louisiana Department of Education and using subsequent years data thereafter." He noted that the Superintendent's evaluation date is June 30th and this change deals with the availability of information by that date to ensure that the baseline

data being used to measure ACT performance is available. The second change deals with Objective #14. Attorney Lawrence read the following statement: "Dr. Dupree will develop a comprehensive study or whitepaper for a financial incentive plan that pays financial incentives to the extent permitted by law, to employees of every school that reaches or exceeds each school's growth target and SPS for the school year, as set by the Louisiana Department of Education. The study or whitepaper shall be presented to the Board for consideration on or before February 28, 2009. Thereafter, a comprehensive plan of implementation shall be presented by the Superintendent to the Board for approval on or before March 31, 2009, for implementation at the beginning of the 2009-2010 school year."

President Dayton noted that Dr. Dupree would be given a broad range of flexibility in determining this plan. The incentive plan could include academic equipment or financial incentives.

Dr. Dupree stated that the whitepaper would determine what data would be used and how it will be calculated.

Mrs. Shelling noted that the committee was working with three different documents this morning and that corrections were made to the wrong document. Objective #14 will be corrected in the final document.

Attorney Lawrence disseminated to the Board the revised contract for the Superintendent. He called attention to Section VIII of the contract and noted that this statement was added this morning. This addition was the result of numerous inquiries as to what will happen if the performance objectives are not met. Attorney Lawrence read the following statement: "Should the Superintendent fail to satisfy any one or more components of the performance objective for the existing or current year of implementation, the Board reserves the right to consider the failure(s) a material breach of the terms of the Superintendent's contract and may exercise all legal rights of recourse available to it, in the event of a materials breach, including termination of the contract for cause."

Dr. Dupree stated, "This is the first time I have seen this language."

President Dayton asked Attorney Lawrence to explain what will happen if the objectives are met.

Attorney Lawrence replied, "The preceding page notes that at the end of the school year the Board will meet to determine whether the superintendent has met the objectives established at the beginning of the school year and decide what, if any, increase in salary is appropriate and if so, the amount of the increase to be paid in the form of a cost of living adjustment, which shall be made a part of the Superintendent's base compensation.

Mrs. Shelling noted that the majority of the comments received were questions regarding consequences if the objectives are not met. She said, "We have had extensive conversations with Dr. Dupree about this contract and he does not have any problems with any components of the performance objectives. In any contract you need to state what will or will not happen if a person does not meet the terms of the contract. He is comfortable with the objectives; therefore, this should not be an issue."

Bishop McFarland stated that the previous Superintendent did not have public input in his contract. He said it looks as if the Board wants to terminate the Superintendent if he does not meet just one of the fourteen objectives. In the previous contract the Superintendent was given a set amount of time to correct an issue if the Board had a problem with what he was doing.

Attorney Lawrence noted that the Board has a range of options. She stated that the way this is written the Board can do nothing or it can recommend termination.

Mrs. Smith stated that this addition is unfair and it is setting the Superintendent up for failure. She said, "We evaluate the superintendent on a yearly bases and if he doesn't meet the performance objectives we can deal with it at that time."

Mrs. Shelling stated that she does not understand why there would be any opposition to a statement in a contract that addresses what happens if the objectives are not met. She noted that this was not developed to terminate anybody. She further stated that she is confident that Dr. Dupree will meet all the objectives.

President Dayton noted that these objectives were designed to help students. She said, "This is a new time with new opportunities. I want the Superintendent to be successful and I believe that these objectives are achievable. Dr. Dupree has stated to us that he has the staff needed to achieve the objectives."

Dr. Dupree stated, "I am going to work hard for the students and personnel of the district. When I look at this item being inserted this morning, I have to look at it as having some nefarious purpose. I am not in agreement with this particular addition at all. In the past the performance was based upon the loss of incentive but this is in the section that deals with incentives. I am wondering why it is being elevated to the termination of the Superintendent. When I agreed to a contract in September this paragraph was not in the contract. The only thing that was lacking from the September contract dealt with the targets only. This is a major change in the base contract and I cannot agree to it."

Mrs. Krutzer stated that this is the first time she has seen the revised contract. She noted that citizens are asking some Board members what will happen if the goals and objectives are not met. She said that she has faith that Dr. Dupree will meet the objectives but there has to be consequences if they are not met.

Mr. Traweck noted that this is also the first time he has seen the revised contract. He stated that until the contract is actually signed it can be changed. He said that Board members that have spoken out against this change have the lowest performing schools in their district and they should want this in the contract. He noted that the last time the contract was disseminated, a page was left out. He requested that the section that deals with benefits be revised. He asked that the word family be changed to spouse.

Dr. Dupree asked Attorney Lawrence if it would be a problem if changes are made to the base contract.

Attorney Lawrence replied, "Dr. Dupree I can not answer that question. I am in a very precarious situation because I should only be speaking with Board members. This goes back to the issue of having separate counsel."

Mr. Handy noted that the Board needs to consider the fact that if the superintendent and his wife adopt a child, that child would be excluded if the wording is changed from family to spouse. He said, "I have a problem with this addition to the contract. In the past we have evaluated the Superintendent and each objective is graded. If there is a failing grade then we address it with the Superintendent. This statement should be placed in the performance objectives and not in the contract. We all know that this addition to the contract is coming from the public. It looks as if we are trying to find a way to say that if he does not meet just one of the objectives we can fire him."

Bishop McFarland inquired about the open Board meeting when the Board voted on Dr. Dupree's contract. He stated that the motion was to approve the contract without the objectives; therefore, this paragraph can not be added to this contract. He further stated that it was recorded in the minutes that the only thing that was lacking was the objectives.

Attorney Lawrence replied, "The objectives were not promulgated in September. The Board voted to approve the contract based on the compensation rate, period of time, and material terms."

Mrs. Shelling stated that in order to solve this problem, the addition can be added to the performance objectives.

Bishop McFarland stated that he is not in agreement with the statement being placed anywhere in the contract.

Mrs. Smith asked if this clause will change the base of the contract. She stated that the evaluation results will show if the Superintendent is not accomplishing the goals and objectives. She said, "Mr. Traweek has spoken about low performing schools being in our district, and because of that, we should want this statement in the contract. As a Board member I am concerned about low performing schools. These schools were here before Dr. Dupree came into the district; since he has been here we have seen improvements in low performing schools. There are Board members that do not want Dr. Dupree here. To place this in his contract says that you have the opportunity to shut the door on him if he misses just one of the objectives. I was pleased with the comment Mrs. Shelling made at the last meeting when she said this contract is not designed to get rid of the Superintendent. As a Board member I am tired of discussing Dr. James Dupree, we should be discussing the children in this district. I realize that the performance objectives deals with the success of students, but when you throw things in like this it make me feel as though you are trying to deal with Dr. Dupree and not the students. I strongly disagree with this being in the contract."

Attorney Lawrence noted that the law states that the contract must have performance objectives. This statement makes it clear as to what can be done if objectives are not met.

Mrs. Shelling stated that this has been ongoing for nine months and still there is no resolution. She said, "Some of us voted one way then changed our minds and voted another simply to bring unity to this Board. The purpose of this language is not for terminating Jim Dupree. Whenever you establish goals and objectives there is a positive for doing what is right and then there is the other end. Dr. Dupree, as late as this morning, you said, 'This is not a problem because I have an excellent staff.' I have faith in you and I am offended that you think I have tried to sabotage your contract. I asked that you trust us; nobody is trying to terminate you."

Dr. Dupree said, "I did not call you, but I apologize if I offended you. When you look at what is expected of a Superintendent, this is extraordinary. All I can do is my very best; in doing that, it is apparent that I can be terminated."

It was moved by Mrs. Krutzer and seconded by Mr. Traweek, to approve the performance objectives as presented.

Bishop McFarland stated that the motion that was just made deals with the performance objectives only.

Mr. Traweek withdrew his second.

Mrs. Krutzer stated that she would like to amend her motion.

Attorney Lawrence stated that there needs to be clarification as to where the addition to the contract should be placed.

Mrs. Smith asked if this motion nullifies the agreement that was made in September since there is an addition to this contract.

Bishop McFarland stated that because Mr. Traweek withdrew his second there needs to be additional language in the motion. He noted that when the Board approved Dr. Dupree's contract the only thing that was lacking were the objectives.

President Dayton asked Attorney Lawrence to clarify how the motion should be made.

Attorney Lawrence noted that the Board must decide if the addition will remain in the contract or if it should be placed in the performance objectives. He said, "On the issue of the base contract being altered, it is hard for me to answer the question about the legal effect of adding this paragraph. I feel as though the last sentence in the contract provides the Board recourse. The additional paragraph was meant for clarification only."

President Dayton said, "Mrs. Shelling and I were the ones that instructed Attorney Lawrence to add the paragraph. We did not want to change the contract. The intent was to clarify what will happen if the objectives are not met."

Mrs. Shelling stated that it does not matter where the statement is added; it still will be a part of the contract. She said to resolve this matter the statement should be added to the bottom of the objectives.

It was moved by Mr. Handy to remove the paragraph from the contract and place it in the performance objectives.

The motion died for a lack of a second.

Mrs. Smith said, "I am a very fair person, and it concerns me that the Superintendent will not be given an opportunity to address the performance objectives if they are not met."

It was moved by Bishop McFarland and seconded by Mrs. Smith, to accept the Superintendent's objectives as printed without the addition of Section VIII - last paragraph of the base contract.

In favor: Mr. Handy, Bishop McFarland, Mrs. Smith

Opposed: Mrs. Dayton, Mrs. Krutzer, Mr. Traweek, Mrs. Shelling

The motion failed for a lack of a majority.

It was moved by Mrs. Krutzer and seconded by Mr. Traweek, to approve the performance objectives and move the last paragraph of Section VIII to the performance objectives.

In favor: Mrs. Dayton, Mrs. Krutzer, Mr. Traweek, Mrs. Shelling

Opposed: Mr. Handy, Bishop McFarland, Mrs. Smith

The motion carried on a majority vote.

Action Item 7 – Recess/Adjournment

On a motion by Mrs. Shelling that was seconded by Mr. Traweek, the meeting adjourned at 1:10 p.m.

The motion carried on a unanimous vote.

Mrs. Victoria Dayton
President

James A. Dupree, Ed.D.
Superintendent