

MINUTES

Monroe City School Board
2101 Roselawn Avenue
Monroe, Louisiana 71201

The Monroe City School Board met in a special called meeting, Wednesday, August 26, 2009 at the Monroe City School Board Media Center, 2009 Auburn Avenue, Monroe, Louisiana 71201. The meeting was called to order at 5:00 p.m. by President Shelling. Prayer was offered by Bishop Rodney McFarland, Sr. The Pledge of Allegiance was led by Mrs. Geneva Gray.

Agenda 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

Administrative Staff

Mr. Julian Gray
Mrs. Derenda Flowers
Mrs. Betty Carroll
Mrs. Vickie Irwin
Ms. Karla Bowlin
Dr. Tammy Turpin
Mr. Bobby Williams
Ms. Mamie Williams
Mr. Andrew Hill
Mrs. Teresa Foreman
Attorney L. Douglas Lawrence

Action Item 5 – Adoption of the Agenda

On a motion by Mrs. Smith and seconded by Bishop McFarland, the Board approved the agenda as printed.

The motion carried on a unanimous vote.

Action Item 6 – Resolution Authorizing a Settlement with Dr. James Dupree

Report from Attorney Lawrence: A settlement agreement has been presented to legal counsel for Dr. Dupree. The document has been reviewed and approved. The agreement is now being presented to the Board for formal approval. The agreement as written calls for the complete settlement of the pending litigation plus all asserted and unasserted claims, all claims of any type against the Monroe City School District as well as provides for the vacating of the position of superintendent such that it will be open and vacant as of August 27, 2009. The term is in the amount of \$235,000 in total. Upon Board approval, the document will be presented to legal counsel for Dr. Dupree for execution.

Mr. Traweek requested a copy of the settlement.

President Shelling read the entire settlement document into the board record:

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in the state and parish aforesaid, personally came and appeared Dr. James A. Dupree, a major resident domiciled in the Parish of Ouachita, State of Louisiana (“Appearer” or “Plaintiff” herein), who declared and acknowledged that she has this date received from Monroe City School Board (“Defendant” herein) the sum of TWO HUNDRED THIRTY FIVE THOUSAND (\$235,000), in full, final, complete and absolute satisfaction of any and all claims and demands made by Appearer, as plaintiff, against Defendant in those certain legal proceedings filed by Plaintiff in the matter styled “James A. Dupree v. Monroe City School Board” bearing suit number 09-CV-01407 on the docket of the United States District Court, Western District, State of Louisiana.

Release: Appearer further declared and acknowledged that for and in consideration of the above-described payment, Appearer has for himself, his successors, administrators, executors, dependents and assigns, forever released, acquitted, and discharged, and does by these presents forever release, acquit, and discharge Defendant, Monroe City School Board, its members, agents, employees, insurers, and attorneys from any and all claims, actions, causes of action, demands, rights and damages, whether same be ex contractu or ex delicto, including illustratively:

- a. All past and future costs, medical and hospital expenses, physicians and surgeons’ fees, nursing fees and other expenses;*
- b. Loss of past, present, accumulated and future wages, services, insurance, benefits and compensation;*
- c. Any and all known or unknown, past, present or future, foreseen or unforeseen, mental, bodily and personal injuries, pain, anguish, suffering and discomfort, personal damages, exemplary damages and attorney fees;*
- d. All past, present and future loss of support, mental anguish, harassment, grief, humiliation, reputation, inconvenience, loss of love and affection, loss of earning capacity, loss of consortium, discrimination and disability;*
- e. Any and all claims for penalties, punitive damages and attorney fees;*

- f. *All salary, wages, reimbursements, benefits, accumulated leave and other rights and/or benefits of any nature or kind that may inure to his benefit as may be provided in Appearer's employment contract executed on or about December 16, 2008, which said contract shall terminate in its entirety effective August 26, 2009;*
- g. *Any and all other claims of any nature, character or kind occurring prior to the execution of this Release;*

which Appearer may have or which he did have or which may hereafter accrue, together with all known and unknown consequences thereof, arising from or on account of or in any way growing out of or connected with his employment, including without limitation, the allegations made or which could have been made in Plaintiff's pleadings in the captioned matter.

Denial of Liability: It is understood and agreed by Appearer that the settlement above-described and for which this Receipt and Release is given, has been and is being made in the settlement and compromise of doubtful and disputed claims; that the claims of Appearer, including the claims and demands made by him in the above-described legal proceedings, have been denied and disputed and are now being denied and disputed by the parties hereby released; that the payment made to Appearer, as above-described, is not to be construed as an admission of liability on the part of the parties hereby released; that Appearer acknowledges that the parties so hereby released have denied and do deny any and all liability to them; and that, by making the above-described payment to and settlement with Appearer, such parties have intended and do intend merely to put an end to and settle pending litigation and avoid further litigation.

Approval; Representation; Tax Consequences; Consent: Appearer further declares under oath and under penalty of perjury that he has never had any attorneys in this cause other than James R. Madison, attorney-at-law, and that he has never signed any written contracts with any attorneys other than the attorney named above, who gives his written approval to the execution of this Receipt and Release and the settlement evidenced hereby.

Appearer further declares that no promise, inducement, representation or agreement not herein expressed has been made to Appearer; that this Receipt and Release contains the entire agreement between Appearer and the parties hereby released; that the terms of this Receipt and Release are contractual and not merely recitative. Appearer also acknowledges that the parties released herein have made no representation as to the tax consequences, if any, which may result from the payment of the settlement proceeds herein; and that Appearer has read this Receipt and Release in its entirety, fully understands same, and does knowingly and voluntarily enter into this agreement after having consulted with his attorney and tax advisor. Appearer further acknowledges that the headings used throughout this Receipt and Release are for the convenience of the reader only and do not vary or in any way alter the substance of the Release.

Indemnity: As a further consideration of the payment made to them as above described, Appearer and his attorney hereby agree, bind, and obligate themselves, their successors and assigns to refrain from further filing, instituting or maintaining any suit, claim, demand, action or proceeding against any of the parties hereby released in any court, agency, board, or tribunal whatsoever, or wherever situated, and Appearer will never claim any further amount against the parties released herein for any damages allegedly received by or occasioned to them as a result of the matters related to this release.

Additionally, Appearer and his attorney further declare under oath, and therefore, subject to the penalties of perjury, that no private, state or federal hospital or agency or other health care provider and/or payor or other private or governmental person, firm, agency, entity or incorporation has any lien or privilege on all or any part of the settlement proceeds. Appearer expressly authorizes and directs his undersigned counsel to deduct and withhold from the settlement proceeds all funds necessary to pay and discharge all claims of any health care provider and/or payor for medical services rendered as a result of the Incident/Accident and to pay such amounts to such provider in full satisfaction of such claims, and Appearer's undersigned counsel agrees to do so.

Accordingly, in further consideration hereof, Appearer and his attorney bind and obligate themselves to indemnify, defend and hold harmless (including, but not limited to, the payment of reasonable attorney's fees) the parties hereby released from any and all claims of each and every private, state or federal hospital or health care provider and/or payor or agency, who may have been subrogated and/or assigned to Appearer's rights for whatever reason and each and every third party, firm, agency, and incorporation for any other claims whatsoever directly or indirectly related to the subject accident, incident, or occurrence or any part of the settlement proceeds.

Resignation and Exit: Appearer agrees that the present document shall also be considered as a resignation of employment which will become effective August 26, 2009, upon Board approval. Appearer agrees to vacate his office and to remove all personal items from his office and to return all property, rights or other emoluments of the Board, including, without limitation, all cell phones, computers, laptops, keys, documents, reports, electronic data and credit cards, to Laura Jacobs or to his attorney for delivery to the Board by close of business on August 27, 2009.

Dismissal: Appearer further declares that, as an additional consideration for the above-described payment to him, he does hereby agree, bind, and obligate himself to dismiss the above-described legal proceedings, with full and complete prejudice as to all his rights, claims, demands and actions against Defendant herein and all of the parties hereby released, with each party to bear their own costs.

THUS DONE AND SIGNED in the City of Monroe, Parish of Ouachita, State of Louisiana, on this ___ day of August, 2009, in the presence of the undersigned competent witnesses and Notary Public, all of whom signed with and in the presence of Appearer and each other after due reading of the whole.

Public Comment:

Ms. Gloria Walker stated that this matter should not have gone this far. An offer was made by Dr. Dupree to resign and the Board would not accept it.

Ms. Dana Jefferson inquired as to why the Board owes Dr. Dupree anything, being that he breached his contract. She asked the Board to reconsider the settlement.

It was moved by Mrs. Smith and seconded by Bishop McFarland, to accept the settlement agreement with Dr. James Dupree for \$235,000.

Mrs. Krutzer read the following statement into the Board record:

The charges approved by a majority of this Board against its superintendent are serious and, if proven, would constitute a substantial breach of his contract and the obligations imposed upon him as superintendent by state law. By approving the charges against Dr. Dupree, this Board did not conclude that he was guilty or innocent of the allegations against him. Rather, the Board was affording him the due process rights to which he was entitled. Under law, the school board is the only body that can bring charges against its superintendent and the only body that can determine what discipline, if any, to be imposed upon him in the event he is found guilty. In the present case, had Dr. Dupree been found guilty of the charges against him, the school board would have decided whether or not to terminate employment. Termination would not have been the only form of discipline available. Verbal, written reprimands or suspension with or without pay could have been imposed depending upon the findings of the hearing which was scheduled to be held before an unbiased federal magistrate. Again, there were fourteen charges against Dr. Dupree, some of which he has never denied. As an elected representative of my district, I feel that the school board should seek to determine if the charges against him had merit and particularly whether any of the contracts at issue that Dr. Dupree executed were entered into with proper authority. The public whose tax dollars support this school system is entitled to no less. For those reasons, I cannot support a motion to pay over a quarter million dollars to a superintendent whose performance was evaluated as less than satisfactory and for whom a full due process hearing had been scheduled at which time his compliance with his contract would have been determined.

Mr. Traweek stated that the monetary amount is excessive. He further stated that if the Board attempted to terminate an employee, they would not be paid a percentage of their salary. He asked Board members to reconsider the settlement amount.

Mrs. Dayton stated that this is a time of reconciliation and a time for the Board to do what it feels is best at this time, but she cannot justify the settlement amount. There were some serious allegations made. In all fairness to the Board and Dr. Dupree, a public hearing was deserved with an expected fair and impartial hearing. This payment sends the wrong message. There are a lot of hurt feelings but it is time to come together and do what is best for students.

Mrs. Smith stated that it is time to move forward. She further stated that the district would have paid more if this matter continued.

Mr. Handy stated that the students are suffering because of Board actions. The district needs to move forward so that the focus can be on educating children.

Bishop McFarland stated that he is in support of this resolution so that this district can move forward.

President Shelling stated that for the past few months, the Board has been faced with this situation. She further stated that two days ago she was prepared to move forward with the hearing until they were directed and given no alternative but to abide by the order from the federal court. She also stated that she felt like the depositions would be used to recuse Board members. No one knew what that outcome would have been.

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

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

The motion carried on a majority vote.

Action Item 7 –Resolution Authorizing the Appointment of Mr. Julian Gray as Interim Superintendent

Attorney Lawrence read the following resolution into the minutes: Be it resolved that the Monroe City School Board hereby appoints Mr. Julian M. Gray, Sr. to serve in the office of Interim/Acting Superintendent of Schools of the Monroe City School District, for a term not to exceed the date on which the Monroe City School Board appoints a permanent Superintendent of Schools. Be it further resolved that the terms of said appointment shall be memorialized in a written contract or memorandum of agreement, which shall be subject to approval by the Monroe City School Board. Done, this 26th day of August 2009 in Monroe, Louisiana.

Public Comment

Ms. Gloria Walker asked how long the assistant superintendent would be in place. She asked that the permanent superintendent have the same contract and objectives as did Dr. Dupree.

President Shelling stated that the timeframe has not been determined. She noted that Mrs. Dayton and Mrs. Smith have been appointed to the committee to develop the contract for Mr. Gray.

It was moved by Mrs. Dayton and seconded by Bishop McFarland, to approve the resolution as presented by Attorney Lawrence and to give Mr. Gray full authority to act as superintendent.

The motion carried on a unanimous vote.

Mr. Gray thanked the Board for their support. He stated that he expects the Board to grow together in order to fully concentrate on students.

Action Item 8– Recess/Adjournment

There being no further business to come before the Board, the meeting adjourned at 5:55 p.m., upon a motion by Bishop McFarland and seconded by Mrs. Krutzer.

Mrs. Brenda Shelling
Board President

Mr. Julian M. Gray, Sr.
Interim Superintendent