

PROCEEDINGS OF THE TERREBONNE PARISH SCHOOL BOARD

June 15, 2004

The Terrebonne Parish School Board met today at 7:00 P.M. in regular session at its regular meeting place, the Terrebonne Parish School Board Office, 201 Stadium Drive, Houma, Louisiana, with Mr. Clark J. Bonvillain, President, presiding, and the following members present: Mr. L. P. Bordelon, III, Vice-President, Mr. Roosevelt Thomas, Mr. Gregory Harding, Mr. Richard Jackson, Mr. Roger Dale DeHart, Mr. Donald Duplantis, and Mr. Hayes Badeaux.

ABSENT: Mr. Rickie Pitre

Rev. Roch Naquin led the Board and audience in the invocation and Pledge of Allegiance to the Flag.

Motion of Mr. Duplantis, seconded by Mr. DeHart, unanimously carried, the Board approved the minutes of School Board Meetings of May 18, and June 1, 2004, as recorded.

At this time, President Bonvillain and Vice-President Bordelon presented a plaque and resolution to Elizabeth M. Scurto, retiring Superintendent of the Terrebonne Parish School System.

Motion of Mr. Duplantis, unanimously seconded, unanimously carried, the Board ordered the following resolution spread across the minutes:

RESOLUTION

WHEREAS, Elizabeth M. Scurto devoted four years to serving the Terrebonne Parish Public School System, the students, and the employees in the capacity of Superintendent and is retiring on June 30, 2004; and

WHEREAS, Mrs. Scurto's skillful leadership has been the catalyst for growth and improvement throughout the Terrebonne Parish School System; and

WHEREAS, Mrs. Scurto's wise counsel and keen insight have been of inestimable value to the Terrebonne Parish School Board, the students, and the employees of the school system; and

WHEREAS, Mrs. Scurto's effective work ethic transcends district lines in that she is highly respected by her peers and has often been cast into leadership roles and frequently sought out for advice and counsel; and

WHEREAS, Mrs. Scurto's retention and recall of information, her productive and innovative work habits, her leadership, and her gift for relating with people will be sorely missed; now

THEREFORE, BE IT RESOLVED, That the Terrebonne Parish School Board does hereby thank Elizabeth M. Scurto for her invaluable contributions to public education in Terrebonne Parish and wishes her a long, healthy, and happy retirement.

The following report of the Education and Policy Committee was presented to the Board with Mr. Badeaux, Chairman, presiding:

Dear Members of the Board:

The Education and Policy Committee met on Monday, June 7, 2004, at 5:00 P.M., in the Board Room of the School Board Office with the following members present: Mr. Hayes Badeaux, Chairman, and Ad-Hoc Member, Roger Dale

DeHart. Also in attendance were Mr. Clark Bonvillain, President, Mr. L. P. Bordelon, III, Vice-President, Superintendent Elizabeth Scurto, and members of the staff.

Mr. Steve Mire, LANSER/DATA Coordinator, presented information to the Committee regarding the Terrebonne Parish School Board Special Education LEA Application, IDEA Part B and Preschool Flow Through for FY 2005, in the amount of \$3,864,639.00 (see attachment).

RECOMMENDATION #1:

The Committee recommends that the Board approve the Terrebonne Parish School Board Special Education LEA Application, IDEA Part B and Preschool Flow Through for FY 2005, in the amount of \$3,864,639.00, as presented.

Mr. Gerald Picou, Supervisor of Federal Programs, presented information to the Committee relative to the Terrebonne Parish School Board Consolidated Application for the Federal Programs in the amount of \$7,699,190.00, for the 2004-2005 school year, (see attachment).

RECOMMENDATION #2:

The Committee recommends that the Board approve the Terrebonne Parish School Board Consolidated Application for the Federal Programs in the amount of \$7,699,190.00, for the 2004-2005 school year, as presented, with the exception of no extended employment.

Charlotte Champagne, ERC Member, presented information to the Committee in reference to policy FILE: F-11.4, Sick Leave, with the revised changes denoted in bold.

Mr. DeHart suggested to hold policy FILE: F-11.4, Sick Leave in Committee for further review and that it be placed on the July Education and Policy Committee agenda. The Committee took no action.

Mr. Edward Richard, Jr., Supervisor of Personnel, presented information to the Committee regarding policy FILE: F-11.7, Military Leave, with the revised changes denoted in bold.

RECOMMENDATION #3:

The Committee recommends that the Board approve the revised policy FILE: F-11.7, Military Leave, as presented (see attachment).

FILE: F-11.7

MILITARY LEAVE

The Terrebonne Parish School Board shall grant military leave to employees of the Board upon proper submission of application for such leave. Leave with pay for military purposes shall be granted when leave is not to exceed fifteen (15) working days in one calendar year. Leave without pay shall be granted when leave is for more than fifteen (15) working days. ~~All requests for~~ Employees taking military leave shall ~~be presented to the Board for approval and must be~~ provide proper notification of pending military service accompanied by ~~proper~~ documents attesting to call to duty.

An employee on extended military leave (longer than fifteen (15) working days) may be required to apply for reinstatement of his/her former position within thirty (30) days after end of leave; following the properly submitted application, the employee shall then be reinstated at the salary then in force in the salary schedule. ~~The Board may transfer the employee to a position of like~~

~~seniority, status and pay, if in the opinion of the Board, such action is beneficial to the school system.~~

~~Involuntary~~ Military service shall not be deemed to interrupt the active service used in computing time earned toward sabbatical eligibility.

The Terrebonne Parish School Board shall follow all applicable State and Federal laws (USERRA - Uniformed Services Employment and Reemployment Rights Act) and regulations relative to employee military leave.

Revised: June 2004

Ref: **38 U.S.C. §43:4301-4333**; La. Rev. Stat. Ann. §§17:1215, 29:401 et seq., 42:394, 42:401, 42:403; Board minutes, 6-7-83, 11-18-86.

Mr. David Bourg, Supervisor of Secondary Education, presented information to the Committee relative to policy FILE: G-2.4f, School Music Group, with the revised changes denoted in bold.

RECOMMENDATION #4:

The Committee recommends that the Board approve policy FILE: G-2.4f, School Music Group, with the costs for the use of school bands and marching units being assessed a fee of \$800.00, plus applicable transportation costs for a parade route of two miles or less, and \$1,500.00, for a parade route of more than two miles effective for the 2004/2005 school year.

FILE: G-2.4f

SCHOOL MUSIC GROUPS

GENERAL PROVISIONS AND REGULATIONS

1. The number of beginners who are permitted to enter the instrumental music program at the fifth grade level will have no numerical limits except through selectivity as follows:
 - a. The student must have average grades or better, and a music aptitude rating of 88 or better, with exceptions therefrom only after consultation between band director and principal to insure that the best interests of the student can be served by instrumental music instruction. Special Education students require special consideration.
 - b. Adequate facilities and a minimum of six students are necessary in order to have a beginning class in a school.
 - c. Beginning students must have their instruments by the Tuesday following Labor Day in order to qualify for enrollment in the instrumental music program.
2. Marching units will be offered in grades 8-12 only. (Junior-Senior High Schools)
3. The size of the performing marching band units will be limited to 80 members at the junior high school level and 96 members at the senior high school level. The 80 members for the junior high school bands and the 96 members for the senior high school bands shall include any student carrying a wind musical instrument (brass, woodwind). Special auxiliary units (rifles, flags, majorettes, drum and bugle corps, drum majors) are not included in the numerical limitations. The uniform inventory of 95 for the junior high school and 125 for the high school will remain the same. Exception to this limitation shall be made by the principal and director not to exceed the number of uniforms in inventory (95 at the junior high school level and 125 at the senior high school

level); and, further, this exception shall accrue no additional cost to the parents, the school, or the School Board.

- a. Parents should be informed of the size restriction on performing units so that they will be aware of the possibility that the student might not be selected for the performing unit.
 - b. The Terrebonne Parish School Board will purchase band uniforms for the individual schools under the following guidelines:
 - (1) Senior high schools are to be allowed to purchase full uniforms.
 - (2) Junior high schools are to be allowed to purchase blazers and trousers only.
 - (3) Senior high schools are limited to the maximum purchase of 125 uniforms.
 - (4) Junior high schools are limited to the maximum purchase of 95 blazers and trousers.
4. Continuance of Membership
- a. A student may be removed from performing band or choir for violation of regulations, but will be permitted to continue to receive music instruction.
 - b. A student may be allowed to drop performing band or choir with parental permission and administrative approval. He/She may be reinstated in the program the following semester after meeting entrance requirements.
 - c. Music students shall not be penalized for failure to appear in a performance of their group because of religious beliefs or reasons.
 - d. A student may elect to enroll in music classes for instruction only. Once the decision to be in a non-performing group has been made, the student cannot be reinstated in a performing group until the following semester.
5. Elementary students who are retained in the same grade, or those high school students who did not earn at least three academic units in the preceding year, may be allowed to continue to receive instrumental music instruction if, after consultation with the parents, principal, and band director, it is found to be in the best interest of the student. This policy also applies to high school choral students.
6. Beginning choral students must have average grades or better, a score of 88 or better on the music aptitude test, as well as pass a vocal audition in order to qualify for membership in a performing choral group.
7. No practice session at any school will be held any later than 5:30 P.M. (Dismissal shall be early enough to allow ample time for students to board the buses at 5:30 P.M.).
8. The use of board-owned music instruments is to be limited to students in grades 8-12, housed at junior or senior high schools.
- a. Board-owned music instruments, presently not in use by the junior or senior high schools, may be borrowed by feeder schools, provided that there will be no additional expense to the schools or to the School Board.

- b. Elementary and/or middle schools housing instrumental music programs may purchase low brass instruments and bass drums through the school's general funds and/or sales tax allocations only. Fundraising activities, specifically for instrument purchase, are prohibited.
9. Principals and music directors should take the necessary precautions in the scheduling of activities so that they do not interfere with study requirements or examination schedules.

PARTICIPATION IN NON-SCHOOL ACTIVITIES

1. Activities Allowed

School music groups may participate in activities sponsored by organizations that are not political or religious in nature.

- a. At the discretion of the Superintendent, subject to the approval of the Executive Committee, music groups may be permitted to participate in statewide functions that are religious or political in nature.
- b. No music group shall be permitted to participate in more than one non-school function on a given day.

2. Applications by Sponsoring Organizations

An organization desiring the services of a band must, 14 days prior to the scheduled event, submit to the principal, on a form to be supplied by the principal, a written application signed by the major officer of the organization.

- a. In addition to the written application, the principal may require a personal interview to complete details of the engagement.
- b. Under extenuating circumstances, with the approval of the Superintendent and principal, the 14-day requirement for applications may be reduced.

3. Authority of the Principal in Approving or Refusing Requests

a. Approvals

- (1) The principal has the authority to approve any application that is in keeping with these policies.
- (2) The principal may object to any phases of the activity that do not lend themselves to the best interests of the pupils and the school. If the organization is unwilling to make the suggested changes, the principal should refuse the application.

b. Refusals

The principal has the authority to refuse an application for the use of the band of his/her school; and, if so, shall notify the sponsoring organization by a letter co-signed by the Superintendent.

4. Expenses

- a. Private organizations requesting the services of a band will be required to pay, when necessary, for such expenses as laundering of uniforms, meals, lodging, etc.

- b. Private organizations requesting the use of a school band and marching unit shall be assessed a fee of ~~\$600.00~~ \$700.00 for 2005 and \$800.00 for 2006, plus applicable transportation costs for use of band and marching units for a parade route of two miles or less, and a fee of ~~\$1,200~~ \$1,350.00 for 2005 and \$1,500.00 for 2006 for a parade route of more than two (2) miles based on each club's normal and traditional route, and further, that each club president, according to the rotation schedule, shall notify the Superintendent, in writing, ninety (90) days before their scheduled parade date as to the number they will use.
 - c. The following contingency is stipulated in the event of inclement weather. In the event school marching units are required to report to the staging area, and the band does not march, the user organization shall be responsible for transportation cost and a minimum of fifty percent (50%) of the fee. Further, once the parade starts and the band marches, the entire fee is due.
 - d. Also in the event of a serious conflict with a scheduled school activity, the school activity takes precedent.
5. Security
- a. The sponsoring organization shall provide the necessary measures to assure the safety and security of the participating group.
 - b. Where conditions warrant, law enforcement officers must be present.

PURCHASE OF BAND INSTRUMENTS

1. All music dealers submitting bids on school-owned instruments will be extended an invitation for the subsequent year's display.
2. The dealers must meet with the respective music instructors prior to the display.
3. Only instruments approved by the music directors may be presented at the display so as to assure the quality and the equity of the recommendations.
4. No "high pressure" sales tactics or "gimmicks" may be employed.
5. In order to avoid annoyance to parents, the names and addresses of the students will not be given to salesmen by music instructors without the agreement of the parents.
6. A survey will be made by the music instructors to determine if the parents desire a dealer to be given their names.
7. If parents request that a specific music dealer call upon them, the names of the parents will be given to that dealer.
8. If parents request that a music dealer call upon them, but they do not express a preference, their names will be divided among the dealers so that a parent will be called upon by only that dealer.
9. The dealers must keep in mind that, since they are invited guests of the school, and the school must take an unbiased opinion of all the instruments displayed, their presentations must be confined to a discussion of their own brands of instruments.
10. Points which are not covered in these directions will be determined by the music instructors who must keep in mind that their first allegiance is to the child and the parent.

11. Dealers should understand that failure to comply with the conduct stated and implied in these procedures will affect future invitations.

PARTICIPATION IN THE STATE MUSIC FESTIVAL

If any Terrebonne Parish School Music Group competes in order to qualify for the State Music Festival, then that music group, upon qualifying, will be permitted to attend the State Music Festival at no expense to the Terrebonne Parish School Board.

An adequate number of buses, if available as determined by the Supervisor of Transportation, will be provided at no expense to the Board.

Revised: February 2001

June 2004

Ref: Board minutes, 2-14-78, 3-20-79, 12-11-79, 3-18-80, 8-4-87, 4-16-91, 5-21-91, 5-18-93, 12-5-00, 12-19-00.

Mr. Philip Martin, Assistant Superintendent of Instruction and Student Support Services, presented a copy of the Summer Enhancement Programs to the Committee for informational purposes only (see attachment). The two schools submitting applications for Summer Enhancement Programs are Bourg and South Terrebonne.

There being no further business to come before the **Education and Policy Committee**, the meeting was adjourned.

Respectfully submitted,

/s/ Hayes Badeaux, Chairman

/s/ Roger Dale DeHart, Ad-Hoc Member

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Motion of Mr. Duplantis, seconded by Mr. Jackson, unanimously carried, the Board approved the Terrebonne Parish School Board Special Education LEA Application, IDEA Part B and Preschool Flow Through for FY '2005 in the amount of \$3,864,639.00, as presented.

Motion of Mr. DeHart, seconded by Mr. Jackson, unanimously carried, the Board approved the Terrebonne Parish School Board Consolidated Application for the Federal Programs in the amount of \$7,699,190.00 for the 2004-2005 school year, as presented, with the exception of no extended employment.

Motion of Mr. Duplantis, unanimously seconded, unanimously carried, the Board approved revised Policy (FILE: F-11.7, Military Leave), as outlined in the foregoing report.

Motion of Mr. DeHart, seconded by Mr. Jackson, unanimously carried, the Board approved Policy (FILE: G-2.4f, School Music Group) with the costs for the use of school bands and marching units being assessed a fee of \$800.00, plus applicable transportation costs for a parade route of two miles or less, and \$1,500.00 for a parade route of more than two miles, effective for the 2004-2005 school year.

The Education and Policy Committee report was concluded, and the President reassumed the chair.

The following partial report of the Buildings, Food Service, and Transportation Committee was presented to the Board with Mr. Bordelon, Chairman, presiding:

Dear Members of the Board:

The **Buildings, Food Service, and Transportation Committee** met on Monday, June 14, 2004, at 5:00 P. M. in the Board Room of the School Board Office, 201 Stadium Drive, with the following members present: Mr. L. P. Bordelon, III, Chairman, and Mr. Roger Dale DeHart. Mr. Gregory Harding, Vice-Chairman, was absent. Others in attendance were Mr. Richard Jackson, Mr. Roosevelt Thomas, Mr. Rickie Pitre, Superintendent Elizabeth Scurto, Superintendent-Elect Edward J. Richard, Jr., and members of the staff.

Mr. Bordelon called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

The following is a partial report of the Committee meeting.

Mr. Ira Davis addressed the Committee relative to drainage improvements at the Dularge Middle School and the Mulberry Elementary School.

RECOMMENDATION NO. 1

The Committee recommends that the Board allow the administration to proceed with drainage improvements at the Dularge Middle School, establish a budget not to exceed \$5,824.00, and the Mulberry Elementary School, establish a budget not to exceed \$6,650.00, for a total of \$12,474.00, with monies to be derived from a transfer of 2003/2004 previously budgeted funds from the Maintenance HVAC Service Account to the Building Fund, and further, that a partial report of the Committee be presented to the Board at the June 15, 2004, meeting.

A final report of the Committee meeting will be presented to the Board at the July 6, 2004, meeting.

Respectfully submitted,

/s/ L. P. Bordelon, III, Chairman

/s/ Roger Dale DeHart

Motion of Mr. DeHart, seconded by Mr. Thomas, unanimously carried, the Board authorized the administration to proceed with drainage improvements at Dularge Middle School, established a budget not to exceed \$5,824.00, and Mulberry Elementary School, established a budget not to exceed \$6,650.00, for a total of \$12,474.00, with monies to be derived from a transfer of 2003-2004 previously budgeted funds from the Maintenance HVAC Service Account to the Building Fund.

The partial report of the Buildings, Food Service, and Transportation Committee was concluded, and the President reassumed the chair and presided for the remainder of the proceedings.

Motion of Mr. Duplantis, seconded by Mr. Bordelon, unanimously carried, the Board adopted the following Banking and Investment Resolution, as presented:

RESOLUTION NO. 1733

WHEREAS, In a regular session of the Terrebonne Parish School Board held on January 6, 2004, the Board, by viva voce vote, elected Mr. Clark J. Bonvillain to serve as President of the Terrebonne Parish School Board for the one-year term beginning this date, and

WHEREAS, In a regular session of the Terrebonne Parish School Board held on June 1, 2004, the Board appointed Mr. Ed Richard, Jr. to serve as Superintendent and Secretary-Treasurer of the Terrebonne Parish School Board beginning July 1, 2004, and

WHEREAS, Mr. Ed Richard, Jr., on July 1, 2004, upon furnishing bond as required by law, will assume the office and functions of Superintendent and Secretary-Treasurer of the Terrebonne Parish School Board, and

WHEREAS, On January 6, 2004, Mr. Clark J. Bonvillain, upon furnishing bond as required by law, did assume the office and functions of President of the Terrebonne Parish School Board, now

BE IT RESOLVED, That copies of this resolution, certified by the Secretary of the Terrebonne Parish School Board, be furnished to any and all interested parties, including fiscal depositories, directing and authorizing said institutions to grant full faith and credit to the acts and signatures of Mr. Ed Richard, Jr. as Superintendent and Secretary-Treasurer of the Terrebonne Parish School Board and Mr. Clark J. Bonvillain as President of the Terrebonne Parish School Board, and

BE IT FURTHER RESOLVED, That all fiscal depositories are directed and authorized to honor negotiable instruments drawn upon the accounts of the Terrebonne Parish School Board bearing the facsimile signature of Mrs. Elizabeth Scurto and Mr. Clark J. Bonvillain until such time as a signature plate bearing the facsimile signatures of both Mr. Clark J. Bonvillain and Mr. Ed Richard, Jr. is procured and placed into service, and

BE IT FURTHER RESOLVED, That the Superintendent, Executive Director of Finance, Supervisor of Finance, or the duly authorized subordinate employee of each or any of the foregoing appointed officers be and is authorized to individually conduct and transact the business of purchasing, redeeming, or reinvesting certificates of deposit and other types of interest-bearing investments as well as pledging matters and wire transfers relating thereto, and

BE IT FURTHER RESOLVED, That the Superintendent, Executive Director of Finance, Supervisor of Finance, or the duly authorized subordinate employee of each or any of the foregoing appointed officers be and is authorized and directed to accept physical custody of such interest-bearing investments and monetary returns on same in the name and on behalf of the Terrebonne Parish School Board, and

BE IT FURTHER RESOLVED, That said Superintendent, Executive Director of Finance, and Supervisor of Finance be and are authorized to release any safekeeping receipt and/or security pledged to the Terrebonne Parish School Board provided that each release will bear the signatures of at least two of the above authorized individuals.

Motion of Mr. Jackson, seconded by Mr. DeHart, unanimously carried, the Board approved a request to allow Ms. Sandra Dunbar, Master Teacher at Coteau-Bayou Blue School, to attend the 18th Annual Summer Academy "Kagan Multiple Intelligence and Differentiated Instruction" on July 19-23, 2004 (Monday-Friday), in Orlando, Florida, in accordance with Policy (FILE: F-11.2), expenses to be paid through NCLB Title I Fund.

Motion of Mr. Bordelon, seconded by Mr. Jackson, unanimously carried, the Board approved a request to allow Ms. Melanie Luke, Librarian at Schriever Elementary School, to attend the 20th National Reading Styles Conference on July 9-14, 2004 (Friday-Wednesday), in San Antonio, Texas, in accordance with Policy (FILE: F-11.2), expenses to be paid through Schriever Elementary School Title I Fund.

Motion of Mr. Jackson, seconded by Mr. Bordelon, unanimously carried, the Board approved family and medical leaves in accordance with Policy (FILE: F-11.4a) for: Mrs. Ramona Himel, school food service technician at Schriever Elementary School, beginning September 1, 2004, through November 1, 2004; Mrs. Monica Theriot, Librarian at

Coteau-Bayou Blue School, beginning April 12, 2004, through May 31, 2004, and Mr. Robert LeCompte, Teacher at Evergreen Jr. High School, periodically during the 2004-2005 school session.

Motion of Mr. Duplantis, seconded by Mr. Badeaux, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Mrs. Dana Robichaux, Qualified Examiner/Speech Pathologist in the Special Education Department, for the 2004-2005 school session.

Motion of Mr. Duplantis, seconded by Mr. Bordelon, unanimously carried, the Board accepted the following low bids received meeting all specifications, as presented, on canned and dry goods:

Chisesi Bros.
New Orleans, LA

F. Christiana & Co., Inc.
Marrero, LA

Diamond Food Distributors, Inc.
Jefferson, LA

PFG Caro
Houma, LA

Lacassagne's Inc.
New Orleans, LA

George W. Groetsch, Inc.
Harrahan, LA

Lance, Inc.
Charlotte, NC

Motion of Mr. Duplantis, seconded by Mr. Thomas, unanimously carried, the Board accepted the following low bids received meeting all specifications, as presented, on meat and frozen items:

Chisesi Bros.
New Orleans, LA

F. Christiana & Co., Inc.
Marrero, LA

Diamond Food Distributors, Inc.
Jefferson, LA

Lacassagne's, Inc.
New Orleans, LA

Pon Food Corporation
Ponchatoula, LA

Motion of Mr. Badeaux, seconded by Mr. Duplantis, unanimously carried, the Board accepted the following low bid received meeting all specifications, as presented, on bread:

Flowers, Huval Bakery, Inc.
Lafayette, LA

Motion of Mr. Duplantis, seconded by Mr. Jackson, unanimously carried, the Board accepted the following low bid received meeting all specifications, as

presented, on fruit juice:

Louisiana Coca-Cola Bottling Co., Ltd.
Thibodaux, LA

Motion of Mr. DeHart, seconded by Mr. Badeaux, unanimously carried, the Board accepted the following highest bids received meeting all specifications on hunting and trapping privileges on Section 16 Lands:

<u>BIDDER</u>	<u>SECTION</u>	<u>AMOUNT BID</u>
Chapman Burguieres Mangum Mud Equipment Co. Houma, LA	S16-T17S-R14E	\$7,200.00
Russel Andras A.B.L. Fabricators Amelia, LA	S16-T18S-R14E	\$3,128.00
James Gary Fister Fister Enterprises Houma, LA	S16-T19S-R13E	\$6,900.00
Beaulieu Plantation, Inc. Rawlson Phillips Port Allen, LA	S16-T19S-R14E	\$6,115.00
Ellender Enterprises Frank Ellender Houma, LA	S16-T19S-R15E	\$4,225.00
John L. LeBlanc Houma, LA	S16-T19S-R16E	\$4,200.00
Robert J. Daigle, Jr. Houma, LA	S16-T20S-R14E	\$2,653.00

Mr. Harris Henry addressed the Board regarding the foregoing motion.

At this time, President Bonvillain addressed the Board regarding the "Proposed Draft Superintendent Contract."

Motion of Mr. Duplantis, seconded by Mr. Badeaux, unanimously carried, the Board approved the following "Contract By and Between the Terrebonne Parish School Board and Superintendent-Elect Edward Richard, Jr.," as presented, for a three-year term beginning July 1, 2004, and ending June 30, 2007:

**CONTRACT BY AND BETWEEN
THE TERREBONNE PARISH SCHOOL BOARD
AND EDWARD RICHARD, JR.**

THIS AGREEMENT is made by and between the Terrebonne Parish School Board (hereinafter referred to as "the Board"), a political subdivision of the State of Louisiana, herein represented by its duly authorized President, Clark J. Bonvillain, pursuant to a resolution of the Board, a certified copy of which is attached hereto, and Edward Richard, Jr., a person of the full age of majority domiciled in Terrebonne Parish, Louisiana (hereinafter referred to as "Superintendent"), as follows:

1.

The Board hereby employs and the Superintendent hereby accepts employment as the Superintendent of Schools for the Terrebonne Parish School System for a period

of three years, commencing on the 1st day of July 2004, and ending on the 30th day of June 2007, hereinafter referred to as the primary term, subject to the terms and conditions of this contract, and further, subject to any extension of the term as hereinafter provided in paragraph 9 hereof.

2.

The Superintendent shall satisfactorily perform such duties in and for the public schools of Terrebonne Parish as may be prescribed by the laws of the State of Louisiana and by the policies, rules and regulations made thereunder by the Louisiana Board of Elementary and Secondary Education, the State Department of Education, and the Terrebonne Parish School Board for the parish superintendents. All policies and regulations concerning the Superintendent and his duties now found in the policies and procedures manual of the Terrebonne Parish School Board, and those which may be included by amendment and addition thereto, are incorporated in the contract as if copied in full. In the event that specific conflicts now or hereafter exist between this contract and the policies and procedures manual of the Terrebonne Parish School Board, the provisions of the contract shall prevail.

3.

The Superintendent is the chief executive officer, treasurer, and ex-officio secretary of the Board. The Superintendent shall have the authority to and be responsible for directing and assigning teachers of the schools under his jurisdiction, organizing, reorganizing and arranging the administrative and supervisory staff, and selecting personnel subject to the approval of the Board. It shall further be the duty of the Superintendent to maintain good public relations with the community. It shall be the responsibility of the Superintendent to submit to the Board, in writing, prior to each school year his system-wide educational goals and objectives for the coming year.

4.

The Superintendent shall have the right to belong to professional and civic organizations that he shall deem necessary to properly perform his duties to the highest standards of the profession.

All reasonable and necessary expenses of the Superintendent including, but not limited to, those for travel and/or registration as well as membership dues shall be assumed by the Board, except for automobile mileage. The Superintendent may attend professional workshops and seminars including, but not limited to, the Superintendent's Academy and the National School Boards Association Workshop on issues of school law or similar workshops, and state and national conventions addressing employment, scheduling problems, management techniques, school law, school finance, curriculum, or any topic that in the discretion of the Superintendent shall help him achieve the mission statement of the School Board.

5.

Throughout the term of this contract the Superintendent shall be subject to discharge for good cause in accordance with the laws in the State of Louisiana as enunciated in Louisiana Statutes Annotated 17:54. The Superintendent shall have the right to written notice specifying the reasons for his removal from office and a full and fair hearing before the Board. The Superintendent shall have the right to legal counsel at the hearing and shall be entitled to call and cross-examine witnesses. After said hearing and/or any appeal (including mediation and/or arbitration), if the Superintendent is exonerated, all costs for such legal defense shall be paid by the Board.

6.

The Superintendent shall, throughout the term of this contract, hold a valid and appropriate certificate from the Louisiana Department of Education as the Superintendent in the State of Louisiana.

7.

- (a) The Board shall pay to the Superintendent a base salary of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS per year. The annual salary for each year shall be paid to the Superintendent in equal increments no less than monthly. By mutual consent of the Board and the Superintendent, the salary of the Superintendent and/or the terms of this contract may be adjusted during the term of this contract. However, all such adjustments shall be in writing, approved by both parties, and made a part of this contract.
- (b) The Board shall also pay the Superintendent any Professional Improvement Program (PIP) and longevity payments that the Superintendent is entitled to receive pursuant to the policies of the Board and the Louisiana Board of Elementary and Secondary Education.
- (c) The Board agrees that it will pass through to the Superintendent any additional compensation approved and appropriated by the Louisiana State Legislature and/or the State Board of Education for Professional/Instructional employees. Such additional compensation shall be added to the base salary specified in paragraph 7(a) hereof.
- (d) All sums and/or taxes required to be withheld by law shall be deducted from the base salary, PIP payments, and longevity payments.
- (e) The Superintendent shall receive a sum of FIVE THOUSAND, FIVE-HUNDRED AND NO/100 (\$5,500.00) DOLLARS per year to compensate for the use of his vehicle. Said amount shall be considered income and shall be added to his base pay, subject to all federal and state tax laws.
- (f) The Superintendent shall be entitled to the same retirement and insurance benefits, including but not limited to, health, dental and life as all employees of the School Board pursuant to the policies of the Board.

8.

The Superintendent shall receive all benefits issued to professional/instructional employees according to Board policy and LA R.S. 17:444. The Superintendent shall be entitled to sick leave as provided by law without interruption of the salary or benefits specified by this contract. The Superintendent's annual leave shall be in accordance with School Board policy. However, in no event shall the number of annual leave days be less than 20 days per fiscal year. Furthermore, because of the demands on the Superintendent, he shall have the discretion of whether or not to take this annual leave as a whole or piecemeal. Unused annual leave days may be accumulated from year to year. The Superintendent shall be entitled to payment equal to the number of unused annual leave days multiplied by his then daily salary rate for any unused annual leave days at the expiration or termination of the Superintendent's employment with the Terrebonne Parish School System. The daily salary rate shall be calculated based on 240 work days. On those occasions when the Superintendent will be on annual leave or out of the parish for more than 24 hours, he shall give prior notification to the President of the School Board of said fact. The Superintendent shall not be entitled to any other leave except as provided in this paragraph, unless specifically agreed to in writing by the Board and the Superintendent. Should the Superintendent be unable to perform his duties by reason of illness, accident, or other cause beyond his control, and if said inability exists beyond the period of his control, and if said inability exists beyond the period of the cumulated leave, the Board, in its discretion, may grant additional leave.

9.

If the Superintendent does not wish to complete the term of this contract, or any extension thereof, he shall give the Board at least give (5) months advance written notice of his intention to end the contract. If the Board does not wish the Superintendent to complete the term of this contract, or any extension thereof, and terminates the Superintendent's employment for any reason other than good cause pursuant to the provisions of LA. R.S. 17:54, then the Superintendent shall be entitled to receive his salary and benefits provided herein through the end of this contract, or any extension thereof. If the Superintendent's employment hereunder is terminated for good cause pursuant to the provisions of LA. R.S. 17:54, then the Superintendent shall not be entitled to receive any further compensation under this agreement.

The Board shall notify the Superintendent by certified writing at least five (5) months prior to the expiration of the primary term hereof of its intention to renew or not to renew this contract.

10.

The School Board shall provide the Superintendent, with appropriate liability insurance coverage as mutually determined. Further, the School Board agrees that it shall defend, hold harmless, and indemnify the Superintendent (except as specifically excluded by state law) from any and all demands, claims, suits, actions, and legal proceedings brought against him by a third party as Superintendent individually, or in his official capacity as agent/employee or official of the School Board, provided that the incident or occurrence giving rise to the claim or action takes place while the Superintendent is acting within the course and scope of his employment.

If in good faith opinion of the Superintendent, a conflict exists as regards to the defense to such third party claims between the legal position of Superintendent and the legal position of the School Board, the Superintendent may engage separate legal counsel in which event the School Board shall indemnify the Superintendent for his costs of legal defense as well as any and all incidental costs which he may incur and shall also indemnify him if an adverse judgment is rendered against him.

SIGNED this _____ day of June 2004.

WITNESSES:

TERREBONNE PARISH SCHOOL BOARD

Clark J. Bonvillain, President

SIGNED this _____ day of June 2004.

WITNESSES:

Edward Richard, Jr., Superintendent

Motion of Mr. Duplantis, seconded by Mr. Bordelon, unanimously carried, the Board voted to adjourn its meeting (7:50 P.M.).

/s/ Elizabeth Scurto, Secretary
President

/s/ Clark J. Bonvillain,

RLB