

**LITTLE ROCK SCHOOL DISTRICT  
810 WEST MARKHAM STREET  
LITTLE ROCK, ARKANSAS 72201**

**MINUTES  
SPECIAL BOARD MEETING  
August 9, 2007**

The Board of Directors of the Little Rock School District convened a special meeting on Thursday, August 9, 2007, immediately following the regularly scheduled agenda meeting. The meeting was held in the Boardroom of the Administration Building, 810 West Markham Street, Little Rock, Arkansas. President Katherine Mitchell presided.

**MEMBERS PRESENT:**

Katherine Mitchell  
Charles Armstrong  
Melanie Fox  
Larry Berkley  
Dianne Curry  
Robert M. Daugherty  
Baker Kurrus

**MEMBERS ABSENT:**

None

**ALSO PRESENT:**

Roy G. Brooks, Superintendent of Schools  
Beverly Griffin, Recorder of Minutes

**I. CALL TO ORDER / ROLL CALL**

Dr. Mitchell called the meeting to order at 6:11 p.m. All members of the Board were present at roll call. Ex officio representatives to the board, Brittany Harvey, student at J. A. Fair, and David Higginbotham, teacher at Stephens Elementary were present.

Mr. Kurrus made a statement for the record regarding the late preparation of the agenda and his objection to items being posted within one day of a called special meeting. He asked the board to follow policy.

**II. Settlement Proposals / Mosby and Carter**

Chris Heller reported to the board regarding settlement discussions before Magistrate Judge Henry Jones in the cases of former employees Jodie Carter and Jimmy Mosby. Mike Daugherty served as the board's representative during these negotiations. Copies of the settlement agreements were presented for the board's consideration and approval. Each of the agreements involved a financial settlement and reinstatement to comparable positions. Mr. Carter would receive \$25,000; Mr. Mosby would receive \$17,500. Mr. Heller reported that if the board declined to approve the settlement proposals, the cases were set for hearing in Judge Moody's court in September. It was noted that neither of these employees was terminated and that both were transferred to other positions in the district. After the reassignments, both employees resigned.

Mr. Berkley stated that he would agree with the financial settlements, but that he would take issue with the obligation to reinstate Carter and Mosby. He urged the board to reconsider that portion of the agreement, stating that it was unfair to other employees or future candidates to obligate the district to reinstatement. He asked that the board consider modifying the agreement to read "eligible for reinstatement," and to remove reference to automatic reinstatement.

Mr. Heller clarified the intent of the agreement, stating that it would not mean displacing an incumbent, but that Mr. Carter and Mr. Mosby would be given an opportunity to be appointed when vacancies occur. Mr. Heller responded to questions and stated that it was possible to make a counter offer and modify the agreement prior to the board taking action.

Ms. Fox made a motion to modify the settlement agreements to exclude Item #6, the employment relations portion of the proposal. The motion died for lack of second.

Mr. Berkley made a motion to modify the settlement agreements so that the plaintiffs would be eligible for reinstatement to future comparable positions, but not be automatically reinstated. Dr. Daugherty seconded the motion to modify the agreements. The **motion carried by a vote of 4-2-1**, with Dr. Mitchell and Ms. Curry voting no and Mr. Armstrong abstaining.

Mr. Berkley then moved to approve the agreements as modified. Ms. Fox seconded the motion and it **carried 5-1-1**, with Dr. Mitchell voting in opposition and Mr. Armstrong abstaining.

### **III. Superintendent's Contract Buy-Out**

Attorneys Mike Moore and Chris Heller responded to questions from the board regarding negotiation of the contract buy-out with Superintendent Brooks. They were to continue to negotiate with Dr. Brooks' attorneys and provide a recommendation within a week. There was no action taken.

### **IV. Contract – Interim Superintendent**

Mr. Heller reported that he was preparing a draft contract for Interim Superintendent Linda Watson. He recommended that the contract be based upon the previous interim superintendent's contract, incorporating the current superintendent's salary and benefits. The contract would take effect upon Dr. Brooks' departure and be effective through the current school year, or June 30, 2008.

Mr. Heller responded to questions from the board regarding Dr. Watson's current status in preparing for the upcoming school year. Mr. Heller suggested that the board could authorize Dr. Watson to serve in the capacity of the deputy superintendent or to expand her current authority so that she could act on any time-sensitive issues. He stated that it would be important not to usurp the responsibilities of Superintendent Brooks prior to his August 24<sup>th</sup> departure.

Mr. Kurrus stated that he wouldn't object to having Dr. Watson serve as the deputy superintendent, but only upon receiving that in the form of a recommendation from Dr. Brooks. It was suggested that Dr. Brooks and Dr. Watson collaboratively agree on any issues that need action prior to the opening of school on August 20<sup>th</sup>. Mr. Heller agreed to provide a draft contract for the board's approval within a few days which could then be approved at the regular board meeting on August 23<sup>rd</sup>.

## V. Employee Hearings

The board convened a closed session to conduct two employee hearings.

### A. Employee #1

Attorney Ellen Smith with the Friday Law Firm represented the district in the termination hearing for Employee 1. <Employee> was represented by attorney Craig Wilson. Prior to the hearing, <Employee> stated that he felt he had inadequate representation in that his attorney had recommended that he resign instead of pursuing the hearing. The employee had been on administrative leave with pay since May 10, 2007, pending the hearing. Based on his statement, the board agreed to reschedule the hearing, but only if the employee would agree to continue on leave without pay. <Employee> stated that he preferred to proceed with the hearing at this time.

Attorney Smith provided a brief background statement regarding the circumstances which resulted in a recommendation for termination of <Employee's> employment. He had been a plumber in the facilities services department for approximately five years. He was charged with threatening his ex-wife while on LRSD facilities services property. It was reported by other employees that he had threatened to bring a gun on the premises and had stated that he would do bodily injury to his ex-wife, his family, and other LRSD employees.

On the day of the incident, <Employee> was interviewed by LRSD Safety and Security officers who determined that his behavior was threatening, erratic, and aggressive; therefore, he was escorted to a medical testing facility for drug testing. Although he verbally agreed to the test, once they reached the lab, he refused to give a specimen for testing.

John Ingram, plumbing foreman, was called as a witness for the district. He was <Employee's> supervisor and witnessed the altercation where threats were made to harm <name removed> and their family. Mr. Ingram stated that he had reported the incident to Wayne Adams and had provided a written statement. On the day of the incident, the facilities services work site was in "lock down" twice and Little Rock police were called to the scene.

<Employee's ex-wife> was also called as a witness for the district. She is employed as a financial documents collector and has worked for the district for six years. She and <Employee> had been separated since May of 2006 and were recently divorced. <She> reviewed the occurrences of May 10<sup>th</sup>, beginning with <Employee's> visit to her office at approximately 7:30 a.m. After the confrontation, she stated that she reported to Wayne Adams who phoned the police. She then filed a restraining order against <Employee> on the day of the incident. She stated that she had secured a restraining order in December, but that she had not previously called the police because he had not approached or threatened her prior to this incident.

Mike Green, LRSD security officer, corroborated the previous testimony given by Mr. Ingram and <Employee's ex-wife>. He was called on the day of the incident to investigate the allegations and to take statements from other facilities services employees. He reported that he had viewed the security tapes to verify that <Employee> had visited <Employee's ex-wife's> office, and that he filed a police report out of concern for the safety of <Ex-wife> and other employees at facilities services.

On the way back from the medical testing facility, Officer Green reported that <Employee> again threatened <ex-wife> and made statements regarding having a loaded gun in his car. <Employee's> vehicle was parked at a nearby grocery store because he had refused to leave it parked on the facilities services property; he was afraid the car would be inspected if left on the facilities services lot.

The police were called when <Employee> was seen walking up the street with his hand in his pants and his shirt covering his hand. When the police approached him, he raised his hands and was found to be unarmed.

Mr. Wilson did not call <Employee> to testify on his own behalf. In his closing statement he asked the board to reconsider termination and to transfer <Employee> to an alternate work location in lieu of termination. He stated that this was an isolated incident and was the result of a domestic dispute and pending divorce. He noted that there was no pattern of this type behavior at work and that there was no reasonable suspicion to take <Employee> for drug testing.

Mr. Kurrus moved to go into executive session for deliberations. Ms. Curry seconded the motion and it **carried unanimously**. The board returned from executive session and reported that no action was taken.

Mr. Kurrus stated that he would make six separate motions on the findings of fact contained in the district's recommendation for termination.

- Mr. Kurrus moved to find that <Employee> threatened bodily harm to another LRSD employee. Ms. Fox seconded the motion, and it **carried 5-2**, with Mr. Berkley and Dr. Daugherty casting no votes.
- On the second finding, Mr. Kurrus moved to accept the finding that that <Employee> made a statement to a LRSD security officer that he had a gun in the trunk of his car. Ms. Fox seconded the motion. The motion **failed 3-4**.
- Mr. Kurrus moved to find as fact that <Employee> refused to take a drug test. Dr. Daugherty seconded the motion and it **passed unanimously**.
- On the fourth statement, Mr. Kurrus moved not to uphold the finding that alleged <Employee> threatened <Employee's ex-wife> by stating she would not be at work the next day because he would kill and bury her. Mr. Berkley seconded the motion and it **carried unanimously**.
- Mr. Kurrus moved to accept the administration's statement that <Employee> threatened to get a gun from his trunk and return to facilities services and start shooting. Ms. Fox seconded the motion and it **failed 2-5**.
- Mr. Kurrus moved to uphold the superintendent's recommendation to non-renew <Employee's> contract for the 2007-2008 school year. Ms. Fox seconded the motion and it **carried unanimously**.

## **B. Employee #2**

David Hartz, Director of Human Resources, presented the administration's recommendation for termination of <Employee>. <Employee> was represented by Grainger Ledbetter, Executive Director of the Classroom Teachers' Association. <Employee> had been employed at Baseline Elementary School as a child nutrition worker since March 2004. It was alleged that <Employee> locked another employee, <Employee 2>, in a walk-in cooler and then threatened her with a kitchen knife on December 8, 2006. <Employee 2> was not present at this hearing.

Lilly Bouie, Child Nutrition Director, was called as a witness for the district. Ms. Bouie recommended termination of <Employee> based on the December 8<sup>th</sup> incident. Pending completion of the investigation and while adhering to the grievance process, <Employee> was temporarily reassigned to a vacancy in the cafeteria at Fulbright instead of being suspended with pay.

Wanda Watson Jones, Cafeteria Manager at Baseline, was a witness for the district. She stated to the board that she was present at the time of the altercation between <Employee> and <Employee 2>; although she did not see <Employee> close the door of the walk-in cooler, she did see <Employee> brandish a knife at <Employee 2> and threaten to cut her. Ms. Jones stated that on the day of the incident, <Employee> admitted that she had closed the door on the walk-in, and admitted that she knew <Employee 2> was inside.

At this hearing, <Employee> denied that she had closed the door on the walk-in and denied that she had threatened <Employee 2> with the knife. She stated that she was using the knife to clean the table and that she may have been waving the knife because she "talks with her hands." She admitted there was a verbal altercation, but denied making any threatening gestures.

Mr. Hartz presented background information reflecting a history of employment difficulties involving <Employee>. He asked the board to uphold the recommendation for termination, stating that the threat of harming another employee was serious and sufficient grounds to warrant a recommendation for termination.

Mr. Ledbetter noted that both employees were disciplined for the altercation on December 8, with <Employee 2> being suspended with pay for three work days. He asked the board to deny the administration's recommendation for termination and to allow <Employee> to return to work at an alternate location. He suggested that the board require enrollment in the Employee Assistance Program to deal with the issues in her background.

Ms. Curry moved to convene a closed session for deliberations. Mr. Armstrong seconded the motion. The board returned at 9:46 p.m. and reported no action taken. Ms. Curry moved to allow <Employee> to be reinstated and transferred to an alternate worksite. The motion included requiring <Employee> to participate in the district's Employee Assistance Program. Mr. Armstrong seconded the motion and it **carried 5-2**, with Mr. Berkley and Mr. Kurrus voting no.

## **VI. ADJOURNMENT**

There being no further business before the board, the meeting adjourned at 9:48 p.m. on a motion by Mr. Kurrus seconded by Mr. Armstrong.

APPROVED: 08-23-07

Originals Signed by:  
Katherine P. Mitchell, President  
Melanie Fox, Secretary