



JANET BARRESI
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
STATE OF OKLAHOMA

MEMORANDUM

TO: The Honorable Members of the State Board of Education
FROM: Janet Barresi, State Superintendent of Public Instruction
DATE: February 28, 2013
SUBJECT: School District in Noncompliance of 70 O.S. § 18-124, Administrative Cost

Additional information is being provided as requested at the January 31, 2013, State Board of Education Meeting.

JB:nh
Attachments

FY 2012
OKLAHOMA STATE DEPARTMENT OF EDUCATION
ADMINISTRATIVE COST CALCULATON

<u>County</u>	<u>District</u>	<u>ADA</u>	<u>Expenditures</u>	<u>Admin Cost</u>	<u>%</u>	<u>Amount Exceeded</u>
40 LE FLORE	I017 CAMERON	293.19	\$2,883,475.85	\$289,075.23	10.03 %	\$58,397.16

FY 2012
OKLAHOMA STATE DEPARTMENT OF EDUCATION
ADMINISTRATIVE COST CALCULATON

<u>County</u>	<u>District</u>	<u>ADA</u>	<u>Expenditures</u>	<u>Admin Cost</u>	<u>%</u>	<u>Amount Exceeded</u>
43 LOVE	I004 THACKERVILLE	267.71	\$ 2,463,400.06	\$ 225,837.97	9.17 %	\$28,765.97

FY 12 ADMINISTRATIVE COST BREAKDOWN

Thackerville Public Schools

Director/Coodinator/Consultant	\$	59,834.58
Bookkeeping/Accounting/Auditing/Encumbrance Staff	\$	19,861.45
Secretary/Clerk of the Board of Education	\$	13,035.33
Staff for the Superintendent	\$	24,729.68
Superintendent (See Below for Explanation)	\$	<u>108,376.93</u>
Total	\$	225,837.97

Allowance of 8% \$2,463,400.06 expenditures \$ 197,072.00

Total over allowed expenditures \$ 28,765.97

Thackerville Superintenden buyout was	\$	32,659.35	Mar 1 to June 30
Thackerville Superintendent FY 12 contract salary	\$	53,416.61	July 1 to Feb 28
Thackerville Interim Superintendent contract salary	\$	5,000.00	
Thackerville Superintendent and Interim FY 12 contract fixed cost (FICA/TRS/WC)	\$	<u>17,300.97</u>	
Total	\$	108,376.93	

Cameron Public Schools

Director/Coodinator/Consultant	\$	3,761.49
Secretary/Clerk of the Board of Education	\$	6,652.16
Staff for the Superintendent	\$	27,679.95
Superintendent (See Below for Explanation)	\$	<u>250,981.63</u>
Total	\$	289,075.23

Allowance of 8% \$2,883,475.85 expenditures \$ 230,678.07

Total over allowed expenditures \$ 58,397.16

Cameron Superintendent resignation agreement salary	\$	140,505.55
Cameron Superintendent FY 12 contract salary	\$	76,181.83
Cameron Superintendent FY 12 contract and resignation agreement fixed cost (FICA/TRS)	\$	<u>34,294.25</u>
Total	\$	250,981.63

Thackerville

Current Superintendent from Thackerville came to the State Department stating the following.

Thackerville was on the school improvement list.

Thackerville had no support from the community.

Thackerville students were transferring to neighboring schools.

Superintendent had issues with the faculty

Superintendent wanted a new high school but the community and School Board felt an elementary school was needed more.

Two bond issues failed.

Superintendent had issues with the Chickasaw Nation

Cameron

Current Superintendent telephoned the State Department with the following reasons.

The Board of Education was not aware that Cameron was on School Improvement.

The school was losing good teachers and good administrators.

The school was losing students. In 2005, there were 550 students. In 2012, there were 310 students.

AGREEMENT

This Agreement is made and entered into this 23rd day of February, 2012 ("Effective Date"), by and between David Herron ("Employee") and INDEPENDENT SCHOOL DISTRICT NO. 4 OF LOVE COUNTY, OKLAHOMA ("District").

RECITALS:

a) Employee is employed by District on a contract for a definite term that expires at the end of the current fiscal year, June 30, 2012 ("Termination Date"). Employee has no absolute right to continued employment past the Termination Date. The parties acknowledge that Employee has not resigned and by this Agreement does not resign, and that the School District has not dismissed or non-renewed Employee and by this Agreement does not dismiss or non-renew Employee.

b) A dispute has arisen between Employee and the District with regard to various issues related to Employee's employment.

c) Employee and the District have agreed to enter into this Agreement as a means of settling any and all disputes and obligations of whatever nature or kind existing between them. The parties acknowledge it is in their respective best interests to enter into this Agreement.

d) The parties agree that by entering into this Agreement neither party admits any wrongdoing or that their respective positions with regard to the dispute between the parties were in any fashion incorrect.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties agree as follows:

1. Termination. Employee agrees to forthwith sign and tender Employee's written acknowledgment of the termination of his employment with District effective on the Termination

Date in the form attached hereto as Exhibit "A" which acknowledgment and related Release the District agrees to accept and by approving this agreement hereby accepts. Employee will be paid all of Employee's regular salary, health and other insurance, if any, and all other benefits, under the terms of Employee's 2011-12 contract with the District, less all lawful withholdings (the "Payment"), at regular payroll periods or as required by Employee's contract. Employee will be on an agreed administrative leave for the balance of the 2011-12 fiscal year and will not seek to perform nor be required to perform any duties for the District.

2. Release of District. Except for the obligations created by this Agreement, AND IN CONSIDERATION OF THE PAYMENT REFERENCED ABOVE, AND OTHER GOOD AND VALUABLE CONSIDERATION CONTAINED HEREIN, EMPLOYEE HEREBY RELEASES DISTRICT OF ANY AND ALL CLAIMS, LIABILITIES OR ACTIONS, KNOWN OR UNKNOWN, WHICH EMPLOYEE PRESENTLY HAS OR WHICH EMPLOYEE EVER HAD AGAINST THE DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ADMINISTRATORS, BOARD MEMBERS, ATTORNEYS, ASSIGNS AND SUCCESSORS, AS OF THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO, CLAIMS UNDER THE LAWS AND REGULATIONS REFERENCED HEREIN AND TO ANY CLAIM TO EMPLOYMENT AFTER THE TERMINATION DATE AND ALL HEARING AND DUE PROCESS RIGHTS TO WHICH EMPLOYEE MIGHT OTHERWISE BE ENTITLED BY LAW OR SCHOOL BOARD POLICY.

3. Laws and Regulations. Employee realizes there are many laws and regulations regulating employment or claims related to employment pursuant to which Employee could possibly have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age

Discrimination in Employment Act of 1967, as amended (the "ADEA"); the Americans With Disabilities Act of 1990; the National Labor Relations Act, as amended; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981 and 1983, and various other federal, state and local human rights, fair employment and other laws. Employee also understands there are other statutes and laws of contract and tort otherwise relating to Employee's employment. IN CONSIDERATION OF THE PAYMENT REFERENCED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION CONTAINED HEREIN, EMPLOYEE INTENDS TO AND DOES HEREBY WAIVE AND RELEASE ANY RIGHTS EMPLOYEE MAY HAVE UNDER THESE AND ANY OTHER LAWS.

4. ADEA and OWBPA Time Factors. Employee understands that under the Age Discrimination in Employment Act ("ADEA") and the Older Worker's Benefit Protection Act ("OWBPA"), Employee has a period of twenty-one (21) days within which to consider this instrument. Employee has reviewed this instrument, and hereby waives the twenty-one (21) day period. In addition, Employee understands that Employee has a period of seven (7) days following Employee's execution of this instrument in which to revoke this instrument, and this instrument will not become effective or enforceable until the revocation period has expired. Employee further understands that this instrument does not waive any ADEA or OWBPA claims arising after this instrument is executed.

5. Employment Inquiries, Letter of Recommendation and Non-disparagement. All employment inquiries received by the District as to Employee will be referred to the President of the District Board of Education who will provide only Employee's dates of employment, positions held with the District, and a copy of the attached letter, Exhibit "B". The parties shall not make oral or written disparaging statements about the other.

6. Legal Representation. Employee and the District agree and acknowledge that they have had the opportunity to have been represented by legal counsel in connection with the negotiation and execution of this Agreement and that each understands his or its rights, duties and obligations under this Agreement and have entered into this Resignation Agreement freely and voluntarily.

7. Property Exchange. Within ten (10) days of the execution of this Agreement, at a mutually convenient time, Employee shall be allowed to retrieve Employee's personal effects from the District and Employee shall return to the District all property of the District which is in Employee's possession or to which she has access.

8. Execution. This instrument has been made and executed in Love County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.

9. Complete Agreement. Employee and the District agree and acknowledge that this Agreement comprises the entire understandings, agreements and obligations of whatever nature or kind between the parties with regard to the resolution and termination of Employee's employment status with the District and any payments due to or on behalf of Employee by the District and that no other obligations, agreements or duties of any kind exist between the parties other than as stated herein and as provided by law.

10. Enforceability. If one or more provisions or terms of this instrument other than Paragraph 1 are ruled unenforceable, the remainder of the provisions shall continue in full force and effect. The District has not made any promises or commitments to Employee except as incorporated in this instrument. All prior negotiations between the District and Employee concerning the subject matter of this instrument are merged in this instrument. This instrument

may not be modified except by an agreement in writing mutually signed by Employee and by an authorized representative of the District after proper board approval and which specifically refers to this instrument. This instrument may be executed in multiple counterparts, each of which when executed shall be deemed an original.

David Herron
David Herron

("Employee")

INDEPENDENT SCHOOL DISTRICT
NO. 4 OF LOVE COUNTY,
OKLAHOMA

ATTEST:

Billy Wolfe
Clerk of the Board of Education

By: Kevin Wolfe
President of the Board of Education

("District")

Exhibit "A"

ACKNOWLEDGMENT OF DAVID HERRON

I acknowledge that, consistent with my written contract, the laws of the State of Oklahoma, this Agreement and release, that my employment with Independent School District No. 4 of Love County, Oklahoma, irrevocably terminates on June 30, 2012.



David Herron

RESIGNATION AGREEMENT

This Resignation Agreement is made and entered into this 25th day of May, 2012, ("Effective Date"), by and between CAROLYN WHITE ("Employee") and INDEPENDENT SCHOOL DISTRICT NO. 17 OF LEFLORE COUNTY, OKLAHOMA ("School District").

RECITALS:

a) That the Employee has been a Superintendent for the School District for five (5) years. She has done good work for the school and she was recently awarded a three (3) year contract.

b) Now, however, the Employee and the School District have agreed to part ways. Thus, the Employee and the School District agree to enter into this Resignation Agreement as a means of settling any and all obligations or potential disputes of whatever nature or kind existing between them.

c) The parties agree that by entering into this Resignation Agreement neither party admits that their respective positions with regard to all obligations or potential disputes between the parties were in any fashion incorrect.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties agree as follows:

1. Resignation. Employee agrees to forthwith sign and tender Employee's written resignation in the form attached hereto as Exhibit "A" which resignation the School District agrees to and does hereby accept. Employee will be paid, in a lump sum, the sum of One Hundred Thirty-Nine Thousand Five Hundred Five dollars and fifty-five cents (\$139,505.55), less all lawful withholdings (the "Payment"), within ten (10) days from the effective date of this Resignation Agreement. This Payment is inclusive of One Thousand Dollars (\$1,000.00) for attorney fees. The Employee's effective date of her resignation is June 30, 2012, however, she will be on vacation from the time this Resignation Agreement is executed until her last day of employment while being paid her regular salary and benefits.

2. Release of School District. Except for the obligations created by this Resignation Agreement, AND IN CONSIDERATION OF THE PAYMENT AND OTHER CONSIDERATION CONTAINED HEREIN, EMPLOYEE HEREBY RELEASES THE SCHOOL DISTRICT OF ANY AND ALL CLAIMS, LIABILITIES OR ACTIONS, KNOWN OR UNKNOWN, WHICH EMPLOYEE PRESENTLY HAS OR WHICH EMPLOYEE EVER HAD AGAINST THE SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ADMINISTRATORS, BOARD MEMBERS, ATTORNEYS, ASSIGNS AND SUCCESSORS, AS OF THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO, CLAIMS UNDER THE LAWS AND REGULATIONS REFERENCED HEREIN AND TO ANY AND ALL HEARING AND DUE PROCESS RIGHTS TO WHICH EMPLOYEE MIGHT OTHERWISE BE ENTITLED BY LAW OR SCHOOL BOARD POLICY.

3. Laws and Regulations. Employee realizes there are many laws and regulations regulating employment or claims related to employment pursuant to which Employee could possibly have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"); the Americans With Disabilities Act of 1990; the National Labor Relations Act, as amended; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981 and 1983, and various other federal, state and local human rights, fair employment and other laws. Employee also understands there are other statutes and laws of contract and tort otherwise relating to Employee's employment. IN CONSIDERATION OF THE PAYMENT OTHER CONSIDERATION CONTAINED HEREIN, EMPLOYEE INTENDS TO AND DOES HEREBY WAIVE AND RELEASE ANY RIGHTS EMPLOYEE MAY HAVE UNDER THESE AND ANY OTHER LAWS.

4. ADEA and OWBPA Time Factors. Employee understands that under the Age Discrimination in Employment Act ("ADEA") and the Older Worker's Benefit Protection Act ("OWBPA"), Employee has a period of twenty-one (21) days within which to consider this

instrument. Employee has reviewed this instrument, and hereby waives the twenty-one (21) day period. In addition, Employee understands that Employee has a period of seven (7) days following Employee's execution of this instrument in which to revoke this instrument, and this instrument will not become effective or enforceable until the revocation period has expired. Employee further understands that this instrument does not waive any ADEA or OWBPA claims arising after this instrument is executed.

5. Release of Information. All inquires from prospective employers of the Employee will be referred only to board member, Mike Carter, who will only make positive comments about the Employee. The board members will not disparage the Employee nor will the Employee disparage the School Board, its administrators nor its employees.

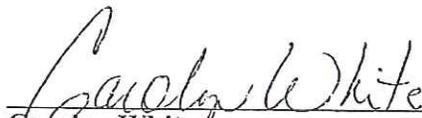
6. Release of Employee. Except for the obligations created by this Resignation Agreement, the School District agrees to release and by this instrument releases Employee, Employee's agents, representatives, administrators, attorneys, assigns and successors, of any and all claims, liabilities or actions, known or unknown, which the School District presently has, may have or has ever had against Employee, Employee's agents, representatives, administrators, attorneys, assigns and successors, existing as of the Effective Date of this Resignation Agreement.

7. Complete Agreement. Employee and the School District agree and acknowledge that this Resignation Agreement comprises the entire understandings, agreements and obligations of whatever nature or kind between the parties with regard to the resolution of Employee's employment status with the School District and any payments due to or on behalf of Employee by the School District and that no other obligations, payments, agreements or duties of any kind exist between the parties other than as stated herein.

8. Legal Representation. Employee agrees and acknowledges that she had the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Resignation Agreement and that she understands her rights, duties and obligations under this Resignation Agreement and has entered into this Resignation Agreement freely and voluntarily.

9. Execution. This instrument has been made and executed in Leflore County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.

10. Enforceability. If one or more provisions or terms of this instrument are ruled unenforceable, the remainder of the provisions shall continue in full force and effect. The School District has not made any promises or commitments to Employee except as incorporated in this instrument. All prior negotiations between the School District and Employee concerning the subject matter of this instrument are merged in this instrument. This instrument may not be modified except by an agreement in writing mutually signed by Employee and by an authorized representative of the School District after proper board approval and which specifically refers to this instrument. This instrument may be executed in multiple counterparts, each of which when executed shall be deemed an original.



Carolyn White

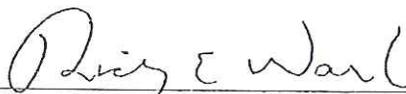
("Employee")

INDEPENDENT SCHOOL DISTRICT
NO. 17 OF LEFLORE COUNTY,
OKLAHOMA

ATTEST:



Clerk of the Board of Education

By 

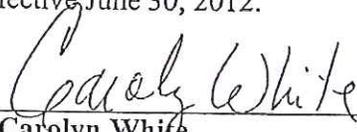
President of the Board of Education

("School District")

Exhibit "A"

RESIGNATION OF CAROLYN WHITE

I hereby voluntarily and irrevocably resign my employment with Independent School District No. 17 of Leflore County, Oklahoma, effective June 30, 2012.



Carolyn White