

TRANSCRIPT OF PROCEEDINGS

OAK RIDGE SCHOOLS - OAK RIDGE BOARD OF EDUCATION

SPECIAL CALLED MEETING

SCHOOL ADMINISTRATION BUILDING BOARD ROOM

MONDAY - APRIL 15, 2013

6:00 p.m.

BOARD MEMBERS

MR. W. KEYS FILLAUER, CHAIRMAN

MS. ANGI AGLE

MR. DAN DIGREGORIO

MR. ROBERT EBY

MS. JENNIFER RICHTER

ALSO PRESENT:

DR. LARISSA HENDERSON, INTERIM ASSISTANT

SUPERINTENDENT

JOAN S. ROBERTS - COURT REPORTER

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1 CHAIRMAN FILLAUER: I'd like to
2 call to order the Oak Ridge Board of Education
3 special-called meeting Monday, April 15, 2013. We
4 have one item on the agenda and this is an item for
5 Action. It will be the approval of the contract
6 for Dr. Bruce Borchers to become Superintendent of
7 the Oak Ridge Schools.

8 Before we get to that, let me take
9 just a couple of minutes, this has certainly been
10 an interesting adventure for this Board, which
11 began back in April, I believe, as we went through
12 this process. I think I can safely speak for all
13 my colleagues on the Board that it has been a
14 learning experience. Four of us had never done
15 this before in this capacity. Ms. Richter was the
16 only one who had any experience. We were ably
17 guided by our search team Ray & Associates and we
18 are appreciative of their efforts and their
19 interest in the Oak Ridge Schools.

20 More importantly, a particularly
21 large, large thank you first to Dr. Smallridge's
22 secretary, Lynne Lammerhirt, who helped a lot with
23 the paperwork and the timing and making sure that
24 everything was in the right place as it should be.

1 So this Board thanks her tremendously. And
2 certainly we couldn't be where we are tonight
3 without the help of Dr. Chris Lee and our school
4 board attorney, Larry Giordano, and we graciously
5 thank both of you for your time and efforts. A lot
6 of this took place over hours...I guess lawyers are
7 always on call, are they not, Larry, pretty much?

8 MR. GIORDANO: Yes, sir.

9 CHAIRMAN FILLAUER: But overtime
10 where you would not normally be on call, so to
11 speak, and we greatly appreciate that. Dr. Lee and
12 Larry, thank you both very much for your support
13 and your effort on this.

14 Last but not least, a large thanks
15 to Mr. Eby who took it upon himself to direct with
16 the help of the aforementioned individuals, to
17 direct this negotiation with Dr. Borchers. And,
18 Bob, appreciate that tremendously. We have two
19 signed contracts in hand from Dr. Borchers so
20 tonight's meeting will be to answer any questions
21 you might have or any comments you would like to
22 make. At that point in time we would need a motion
23 to approve the contract with Dr. Borchers. If that
24 contract is approved then it would be signed and a

1 copy would be mailed back to him and, as they say,
2 we would be ready to move on and we are in
3 business.

4 Mr. Eby, I'm going to turn it over
5 to you and direct us as you see fit.

6 MR. EBY: Okay. Thank you, Mr.
7 Chairman. And I too do appreciate the support from
8 Dr. Lee and Larry Giordano. It's very helpful for
9 me to just go through the response and we did get,
10 it's in the original contract to Dr. Borchers' and
11 he had replied and sent some requests back, which I
12 don't think any of the requests that he sent back
13 would be unreasonable of any CEO from a fifty
14 million dollar a year business. So we looked at
15 all the requests and we took into account our staff
16 and our school system and the conditions that we
17 are in and went through each one of those requests
18 and came up with a revised contract and I'll just
19 kind of highlight what we ended up changing in the
20 original contract.

21 The first thing is he asked if we
22 would start the contract on the 18th of June
23 instead of the 15th of June. He had some family
24 vacation already scheduled for that. And I didn't

1 think that would be an issue so we agreed to that.

2 He also asked or requested that if
3 we did not take any action on the contract by the
4 15th of December each year that it would be
5 automatically extended. In talking with our
6 attorney the state law does not accept that. In
7 fact, the extension of the contract requires a
8 called Board meeting with public announcement and
9 formal action taken. Also recognized his interest
10 in wanting to know kind of how the Board feels
11 about him in the future and in the last several
12 years we have always extended the contracts kind of
13 in the December-January time period. So what we
14 did is we put in the contract and said; on or
15 before December 15th of each year during the term
16 of the contract the Board shall meet to discuss and
17 consider possible extension of the contract. So
18 that does not require us to take any action, it
19 does not commit us to an extension of the contract
20 but I think it is only fair that as part of our
21 evaluation process we have to evaluate every year
22 and we talk about our feelings and what our intent
23 would be. But we are not required to take action.
24 He accepted that as a change.

1 He had asked for an annual
2 compensation for a slight increase over \$175,000.
3 I had increased it to \$178,000 at the request. He
4 had asked to go to \$182,000 but I increased it to
5 \$178,000 to cover other things that we will talk
6 about later. So there is a change in the base
7 salary from \$175,000 to \$178,000. And I actually
8 went online and looked up annual superintendents'
9 salaries, typical superintendent salaries in this
10 region and across the country. And as we go into
11 common core standards I think we want to be
12 competitive across the country but we also need to
13 be cognizant of cost of living here in the south.
14 And I think \$178,000 compensation is very
15 consistent with those numbers so I increased that
16 by \$3,000.

17 One of the other things that he
18 had requested was a life insurance policy of
19 \$250,000. The life insurance policy we offered was
20 \$50,000. It turns out I think this is the life
21 insurance policy we offered Dr. Smallridge when he
22 started here I don't know how many years ago. And
23 I know that most companies certainly provide life
24 insurance at least one times the salary and usually

1 higher than that. So having a family of four, I
2 certainly understand the importance of life
3 insurance. I worked with Dr. Lee, I think the cost
4 of that is like \$600 a year, or something like
5 that. He asked for proof of insurance
6 insurability. What we are going to do is we are
7 going to give him the \$50,000 policy that was
8 standard and then a supplemental policy of \$200,000
9 through the same company pending its approval of
10 insurability.

11 We had offered a telephone, cell
12 service for him. He indicated a desire to decline
13 that but I want to leave in the contract that we
14 were offering that service to him in case in the
15 future he decides he wants to take it then we don't
16 have to re-establish the contract. I suspect, I
17 don't know, but I suspect one reason is because it
18 becomes the property of the school system and this
19 is just a cleaner way to do it. So we may even put
20 it as an option for him.

21 He requested that he be able to
22 maintain his current involvement in the ERDI and we
23 certainly support continued professional activities
24 so we did say that we would support that provided

1 it does not interfere with any performance of
2 director of school's duties and responsibilities as
3 described in the paragraph. We do recognize,
4 though, that some of those meetings could happen
5 during the school year.

6 And the last thing he asked is
7 there was the very last clause with unilateral
8 transfer. The Board shall have the option, well,
9 that's not the last thing he asked for, the last
10 thing we agreed to. The Board shall have the
11 option to transfer the superintendent to any other
12 position in the school system for the term of the
13 contract. And for some reason, I don't believe
14 this would happen but, if for some reason this
15 contract did not work out, my feeling is we would
16 not want him in the school system anyway so I have
17 agreed and recommend that we pull that contract.

18 There were some other requests
19 that he made I didn't go over, if you have
20 questions about it, but these were the requests
21 that he made and working with Larry we worked into
22 the contract and this is what I bring forward and
23 recommend for approval to the Board of Education.

24 CHAIRMAN FILLAUER: You have heard

1 the recommendation and I will accept that, since
2 you were the committee of one, as a motion.

3 MR. EBY: Yes.

4 CHAIRMAN FILLAUER: And I would
5 need a second.

6 MR. DIGREGORIO: Second.

7 CHAIRMAN FILLAUER: Any questions
8 or discussion?

9 MS. RICHTER: I would just like to
10 thank Bob for the time that I know that it took to
11 do this. And everyone else who has already been
12 thanked and say that I am very happy with what
13 we've ended up with and very much looking forward
14 to Dr. Borchers coming onboard.

15 CHAIRMAN FILLAUER: You have heard
16 the motion, it has been seconded. The motion is to
17 approve the contract for Dr. Bruce Borchers to
18 become the next superintendent of the Oak Ridge
19 Schools. All those in favor signify by saying aye.

20 (Whereupon, all members voted aye)

21 CHAIRMAN FILLAUER: Opposed?
22 Motion carries.

23 And this meeting is adjourned.
24

W. Keys Fillauer

Oak Ridge Board of Education

W. Keys Fillauer, Chairman

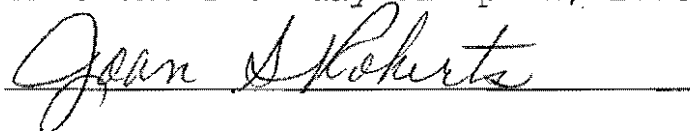
Robert J. Smully

Date Approved 4/29/13

C E R T I F I C A T E

I, Joan S. Roberts, Notary Public at Large
for the State of Tennessee, and Licensed Court
Reporter do hereby acknowledge that the foregoing
10 pages are a true and correct transcript of the
proceedings taken by me in this cause on the 15th
day of April, 2013.

This the 17th day of April, 2013.

A handwritten signature in cursive script, reading "Joan S. Roberts", is written over a solid horizontal line.

Joan S. Roberts, Court Reporter