

Minutes, Executive Committee Meeting

November 15, 2011

Marc Taylor, Presiding

Dr. Joe Aguillard, President; Dr. Glenn Wilkins; David Willoughby; Dr. Tommy French; Shawn Thomas; Heath Veuleman; Ray Werline; Dr. Tim Johnson, Exec. V.P.; Randall Hargis, VPBA; Bonita Armour, attorney

The meeting was called to order at 8:00 p.m. by Br. Marc Taylor. After all members were on the conference call meeting, Br. Taylor conducted a roll call. He then called on Dr. Aguillard to inform the Executive Committee as to the reason for the meeting. Dr. Aguillard gave the following information:

1. Joseph Cole issued a blackmail demand letter to Dr. Aguillard and Dr. Tim Johnson on November 6, 2011. The letter demanded \$25,000 cash before taxes, full pay and benefits for the remainder of his contract through July 31, 2012, and an unnamed cash award for overtime pay, all to be paid within the week. During the meeting at which he gave the blackmail letter to the President and EVP, Cole said that if he was not given the money as demanded, that he would tell office secrets that he knew.
When Dr. Aguillard told him to explain, he said that Dr. Aguillard's travel mileage reimbursement did not reflect what he, Joseph, believed that it should be. Dr. Aguillard responded that the accusation was odd, since Joseph calculated all of the mileage travel for the President's office and also that the reimbursement was a contractual agreement strictly between the Board and President of which Joseph had no knowledge. Dr. Aguillard gave Joseph another chance to rescind his blackmail demand and he said he needed the money and deserved it. Dr. Aguillard stood, told Cole that he had better have a good blackmail attorney, and took the office keys from Cole and told him to be back at 8 a.m. to proceed with the process he had initiated. Cole never showed up again.
2. Dr. Aguillard gave information regarding his opinion regarding Joseph Cole's acts of repeated dishonesty, absence from work, immoral behavior, stealing the President's prescription medication, absent without leave, fraudulent/criminal use of the College Credit Card, dishonesty to Board Chairman, Taylor, Dr. Tim Johnson and Ms. Laura Johnson regarding his deceit in scheduling activities for the President, including tricking the President and his wife into entering a Mental Health Clinic in another state without his knowledge. Other bizarre actions included contacting family members of Dr. Aguillard which he perceived as a threat.
3. Further information was shared with the Executive Committee regarding discussions recounted from Dr. Aguillard's notes from the November 8, 2011 meeting with Mrs. Armour referencing Joseph Cole's former demands during the summer of 2011 while Dr. Aguillard was on sick leave following a heart attack, for his (Cole's) contractual arrangements with the College and the historical facts regarding Cole's to get more money and change is contractual arrangements with LC through attempts that included contacting Dr. Johnson, Mr. Hargis, and attorney Bonita

Armour. Mrs. Armour later advised the College on the negotiated resulting/current contract for Mr. Cole.

4. Mrs. Armour then listed the exact and complete list of grievances that Mr. Cole had listed over which he stated he would go to "Save Our LC or the Town Talk" if not paid.

- * 1.No specific lunch hour on a regular basis

- *2.The President did not turn in his mileage as Cole thought he should

- *3.On a recent trip to Africa, the President did not keep appropriate track of his receipts

- *4.In March, 2011, Dr. Tim Johnson told Cole to change the facilities survey to look more positive that it was.

- * 5.That at that time, Dr. Johnson told Cole to forge administrators' signatures. (K.B. Thomas, Dr. Peggy Pack)

- *6.That on that same night, when the report that Dr. Searcy was responsible for getting in on time - was late- that the President was in another office creating minutes of a meeting to go into the SACS report.

- *7. The Sports Department had lots of problems

- *8. Cole stated that in February 2010, he had been caught in a situation involving alcohol, pornography, hallucinogens, in a local hotel with two male College Freshmen in which accusations of sexual misconduct were alleged and he (Cole) did not want it held against him by the President,

- *9. Loryn Frye had been reprimanded for her temper and the President should be too,

- *10. Cole was harassed and talked down to, an example was Sept 20th when he committed the crime of unlawful use of College credit card and deceived the Board Chairman.

- *11. The President took too much advil and tylenol

- *12. The President had not accurately portrayed the conversation between him and the Ambassador of Kuwait. Cole claims to have eavesdropped in on the private conversation,

- *13. He had called the President's brother, Kent Aguiard and tried to frighten the President through his brother.

Mrs. Armour stated that this was the entire list of Joseph's complaints against the President.

5. Dr. Aguiard explained that two meetings had been scheduled by Mrs. Armour for her, the President and Cole to meet to address the blackmail demand. Dr. Aguiard stated that his plan was to refuse the \$25,000 cash, pay for documented overtime, and a two week's severance. In addition, Dr. Aguiard planned to turn Cole into the District Attorney's office for possible but not definite charges to be pressed. Neither meeting was held. Mrs. Armour further told Dr. Aguiard not to go to the D.A.'s office with the charges. Neither of those meetings ever occurred.

6. Ms. Armour stated that she had sought legal advice from an attorney specializing in personnel law, "Ray". Ray stated that upon reading the blackmail letter, that it was blackmail, it was a resignation, and to "walk Cole to the door!"

7. Mrs. Armour gave the following recommendations:

- * Dr. Aguiard designate a replacement for himself and have that person settle the blackmail demand letter ASAP. She said that it would not be appropriate for the President to handle this

himself since the allegations were against him. She said that it needed to be someone completely independent from him.

* Br. Taylor designate a replacement for himself on the new task force going forward since Cole had been dishonest in his communications with him (Taylor).

*Mr. Hargis could not be involved in the blackmail settlement since he had disagreed on putting Cole on contract during the summer of 2011 but the move to a special contract happened anyway. He had also not agreed on the amount of overtime pay for Cole.

*Dr. Tim Johnson must remove himself from the situation since Cole had complained to him about his contractual employment as well as his salary while Dr. Johnson was Interim President during the Summer of 2011.

*That the President name a President Pro Tempore to take his place and settle the blackmail demands of Cole. She said "someone like Dr. Searcy."

6. Dr. Aguiard vehemently disagreed in that the Bylaws did not allow him to follow that recommendation. He said, "How could he "declare himself to be absent when he was present and working daily."

7. The President said, the issues of personnel grievances were specifically the job of the administration and violated the purpose of the Board as policy makers. He stated that it could get the College in trouble with SACS for the same reasons that we were on probation in 2005. Mrs. Armour repeated her assertion that it was her recommendation and that the President should appoint a President Pro Tempore anyway. That to declare himself "temporarily absent" for this specific purpose and it alone was within the parameters of what the Bylaws allowed. Dr. Aguiard disagreed a third time with Mrs. Armour due to the accreditation problems. He said, "if the board is to intervene every time that there is a personnel grievance, then they will become full-time administrators and will begin meeting weekly." He also pointed out, along with Mr. Hargis and Dr. Johnson that other relief could be achieved through the procedures set out in College policy, re: Whistleblower, Employee Appeals Committee, and the Grievance Procedure. Mrs. Armour said that she did not believe that any of these were appropriate and the only solution was to appoint the President Pro Tempore.

8. Mrs. Armour repeated the four issues to be settled:

- First, A President Pro Tempore would determine if the letter was a resignation or not
- Second, determine which of each demand should be paid and how much
 - a. \$25,000 cash award after taxes,
 - b. \$9450 in overtime pay (undocumented, arrived on by Cole by a formula, not hours worked and,
 - c. Full contract and benefits paid through July 31, 2012.

9. Dr. French advised the President that these four things would be decided by the Pro Tempore, (yet to be named) the President would not be involved. "The board members would be informed after the Pro Tempore dealt with Cole and when the blackmail agreement with Cole was signed and it would be over. That would be the end of it."

10. The President said, "Dr. French, I respect your opinion too much to not follow it. I will appoint a Pro Tempore." A discussion ensued as to which person, Dr. Searcy or Dr.

Quarles should be appointed as President Pro Tempore. Dr. Aguiard said that he would first choose Dr. Quarles but he had some personal family illnesses going on so there was no choice but Dr. Searcy. Bonita, also suggested Dr. Searcy be chosen.

12. Dr. Aguiard then conferenced-in Dr. Searcy on the call with the committee. Dr. Aguiard apologized for waking him up after 10 p.m. He said that if he agreed, he would appoint him President Pro Tempore with the specific directions: Dr. Aguiard stated: "I hereby name you, Dr. Searcy to only and specifically address the blackmail letter to the College dated 11-6-11 within the following:

- First, regarding Joseph Cole's blackmail demands, determine if the demand letter was first a resignation as stated by "Ray".
- If so, then the whole situation is over and case closed. If not, then determine whether or not to: To terminate Joseph with no money and benefits; or 2) To terminate Joseph with pay, after specifically addressing his overtime claims.
- The three options within the two aforementioned were:
 - 1) Pay the \$25,000 cash demand, 2) Pay the overtime pay as is or determine the documented overtime pay and pay only that which is documented, 3) Pay the balance of his contract and benefits through July 31, 2012.
- Then, Dr. Searcy would report his conclusions to the Task Force who would in turn report the path taken to the full Executive Committee. This was termed an administrative matter, not a Board matter in order to honor the separation of responsibilities between the Board as policy maker and the Administration as administrative.

13. Chairman Marc Taylor had been dropped from the call and called back in time to hear the President's naming of the President Pro Tempore and the details for his specific assignment. He said that:

- He would form a blackmail task force to hear Dr. Searcy's decision once the decision was made regarding payoff of the blackmail demand, since it was an administrative matter.
- He decided that Br. Kris Chenier would chair the blackmail task force in his place to be informed about the actions taken regarding the blackmail demands
- The task force, chaired by Br. Kris would report back to the full Executive Committee as to Dr. Searcy's actions taken regarding settling the Blackmail letter with Cole. The full Executive Committee would receive the report the actions taken By Dr. Searcy as assigned by the President.
- Br. Marc appointed Dr. Wilkins, David Willoughby, Dr. French, Br. Shawn Thomas, Heath Veuleman, and Br. Ray Werline to the task force.

14. After establishing the specific parameters for the President Pro Tempore, including the specific actions to which the appointment was made, Dr. Searcy was to decide yes or no on the written blackmail demands regarding Cole and then inform the Blackmail Task Force of the results of the Pro

Tempore's decision. They would in turn, report back to the full Executive Committee. At that time, all action and duties would have been satisfied as assigned by the President and Board Chairman.

15. The Chairman, Marc Taylor, called for a vote to affirm the blackmail task force and the procedure and the persons involved along with their assigned duties. The vote of the committee was unanimous. (Ray Werline had dropped off the phone at the time of the vote.) Dr. Tim Johnson, Dr. Joe Aguillard, President; and Randall Hargis left the Conference.

Meeting adjourned

10:18 p.m. November 15, 2011

Attachments:

Blackmail letter, Nov. 6, 2011, College Bylaws, Whistleblower Policy, Employee Appeals Committee, Grievance Committee Policy, Joseph Cole Contract, Joseph Cole Overpay Demand, Joseph Cole Email Records

Louisiana College
POLICIES AND PROCEDURES

ORIGINATOR:
DISTRIBUTION:
SUBJECT:

Whistleblower Policy

THIS

REPLACES

FILE:
DATE:
PAGE: 1 of 2

A. Background

Louisiana College requires its trustees and employees to observe high standards of business and personal ethics in conducting their duties and responsibilities. All representatives of Louisiana College are expected to practice honesty and integrity in fulfilling their responsibilities and to comply with all applicable laws and regulations.

B. Policy

It is the responsibility of all trustees and employees to comply with these standards and to report violations or suspected violations in accordance with this Whistleblower Policy.

C. Guidelines

1. No trustee or employee who, in good faith, reports a violation of this standard shall suffer harassment, retaliation or adverse employment consequence.
 - a. Any employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.
2. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
3. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
4. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Louisiana College prior to seeking resolution outside the organization.
 - a. Louisiana College has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, the President is in the best position to address an area of concern.
 - b. However, if the employee is not comfortable speaking with the President or is not satisfied with the President's response, the employee is encouraged to speak with the Chairman of the Board of Trustees.
 - c. Employees are required to report suspected violations of the organization's standards to the President or, if it involves the President, the Chairman of the Board of Trustees.

LOUISIANA COLLEGE
PERSONNEL POLICY
Louisiana College
POLICIES AND PROCEDURES

ORIGINATOR:
DISTRIBUTION:
SUBJECT:

Whistleblower Policy

THIS
FILE:
DATE:
PAGE: 2 of 2

REPLACES

5. Because Louisiana College is a small organization, the Chairman of the Board of Trustees shall function as the compliance officer and is responsible for investigating and resolving all reported complaints and allegations concerning violations of the ethical standards required by Louisiana College.
6. The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

An employee filing a grievance shall have, at every step, the right to present witnesses and evidence to support his/her grievance. Since the processing of a grievance is not a legal matter, attorneys may not represent either the employee filing a grievance or the College.

Step 1 - Any employee who wishes to file a grievance shall first discuss his/her grievance with his/her immediate supervisor. After the aforementioned discussion with the employee, the supervisor shall have five (5) working days in which to reply to the grievance. If the supervisor fails to reply to the grievance or if his/her answer is not satisfactory to the employee, the employee may present his/her grievance at Step 2.

Step 2 - If the disposition of the grievance in Step 1 is not acceptable, the employee shall complete, within five (5) working days, a grievance form (which may be obtained from the payroll office) stating the basis for his/her grievance and the efforts which have been made to resolve his/her complaint at the supervisory level. He/she shall then discuss all such problems with the unit head who shall have five (5) working days in which to present a written reply to the employee's complaint. If a mutually acceptable settlement cannot be reached, the employee will have five (5) working days in which to present his/her grievance in Step 3. The grievance shall proceed his/her grievance to Step 3 through the Vice President for Business Affairs.

Step 3 - If the disposition of the grievance in Step 2 is not acceptable and the employee wishes to have the grievance considered further, he/she shall notify the Vice President for Business Affairs who shall arrange for the grievance to be considered by a grievance committee whose members are two representatives from the campus personnel community and the Vice President for Business Affairs who shall chair the committee. If the committee cannot resolve the grievance within five (5) working days after the grievance has been referred to them, the employee may appeal his/her case to Step 4.

PERSONNEL POLICY

PAGE 1 OF 2

SUBJECT: GRIEVANCE PROCEDURE**RATIONALE AND OBJECTIVE:**

To outline the grievance procedure established for the use of staff employees at Louisiana College.

PROCEDURE:

A grievance is defined as an employee's expression of alleged unfair or inequitable treatment with respect to the application of policies, procedures, and regulations which he/she has been unable to resolve with his/her immediate supervisor.

An employee filing a grievance shall have, at every step, the right to present witnesses and evidence to support his/her grievance. Since the processing of a grievance is not a legal matter, attorneys may not represent either the employee filing a grievance or the College.

Step 1 - Any employee who wishes to file a grievance shall first discuss his/her grievance with his/her immediate supervisor. After the aforementioned discussion with the employee, the supervisor shall have five (5) working days in which to reply to the grievance. If the supervisor fails to reply to the grievance or if his/her answer is not satisfactory to the employee, the employee may present his/her grievance at Step 2.

Step 2 - If the disposition of the grievance in Step 1 is not acceptable, the employee shall complete, within five (5) working days, a grievance form (which may be obtained from the payroll office) stating the basis for his/her grievance and the efforts which have been made to resolve his/her complaint at the supervisory level. He/she shall then discuss his/her problem with the unit head who shall have five (5) working days in which to present a written reply to the employee's complaint. If a mutually acceptable settlement cannot be reached, the employee will have five (5) working days in which to present his/her grievance in Step 3. The grievant should process his/her grievance to Step 3 through the Vice President for Business Affairs.

Step 3 - If the disposition of the grievance in Step 2 is not acceptable and the employee wishes to have the grievance considered further, he/she shall notify the Vice President for Business Affairs who shall arrange for the grievance to be considered by a grievance committee whose members are two representatives from the campus personnel committee and the Vice President for Business Affairs, who shall chair the committee. If the committee should fail to resolve the grievance within five (5) working days after the grievance has been referred to them, the employee may appeal his/her case to Step 4.

LOUISIANA COLLEGE

PERSONNEL POLICY

PAGE 2 OF 2

SUBJECT: GRIEVANCE PROCEDURE

Step 4 - If the disposition of the grievance in Step 3 is not acceptable to the employee and he/she wishes to have the grievance given further consideration, he/she shall notify the Vice President for Business Affairs in writing to that effect. The Vice President for Business Affairs will in turn notify the President who shall review the grievance and shall normally have thirty (30) days after the receipt of the notice to reach a decision.

Note: In order for a grievance to be considered, it must be filed with five (5) working days of the alleged misapplication. If an employee is not satisfied with a decision, he/she has a maximum of five (5) working days between each step to appeal the grievance to the next higher step. Any grievance not carried forward by the employee from one step to another in accordance with and within the applicable time limit specified in this procedure shall be considered closed and disposed of in accordance with the last disposition of the grievance.

EFFECTIVE DATE: MARCH 1, 1999

PROPOSAL FOR A REASONABLE SEPARATION AGREEMENT
BETWEEN
JOSEPH DANIEL COLE AND LOUISIANA COLLEGE, ET AL

TERMS OF THE AGREEMENT:

Louisiana College, et al:

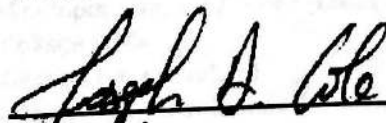
- Will agree to pay out the remainder of the current employment contract with Mr. Cole through July 31, 2012; including all benefits (i.e. health Insurance, etc...);
- Will make a severance payment of \$25,000 to Mr. Cole on or before December 16, 2011 through regular payroll or through direct deposit after taxes have been deducted;
- President will compose a general and positive letter of recommendation for Mr. Cole for use in the search of future employment to be completed by December 16, 2011;
- Will sign a confidentiality agreement concerning the terms of this separation agreement and all personal and professional knowledge of Mr. Cole learned during his tenure as a student and employee at Louisiana College.

Joseph Daniel Cole:

- Will give a two week notice of resignation in writing to the President of the College;
- Will sign a comprehensive no contest/confidentiality agreement concerning the terms of this agreement and all professional and personal knowledge gained while working in the Office of the President at Louisiana College;
- Will agree to continue to promote the College in a positive light and support its advancement as a premier Christian higher education institution.

IT IS RESPECTFULLY REQUESTED THAT A RESPONSE TO THIS PROPOSAL BE GIVEN IN WRITING FROM THE PRESIDENT OF THE COLLEGE TO MR. COLE BY 3:00PM ON **WEDNESDAY, NOVEMBER 9, 2011.**

Friday, November 11, 2011




Joseph D. Cole

Nov 6, 2011

Date

Time

Please sign confirming the receipt of this proposal:



Joe W. Aguillard, President

11-6-11

Date

Time



Timothy Johnson, Witness

11-6-11

Date

Time



I. Name of Committee:

EMPLOYEE APPEALS

II. Indicate:

A. Area:

1. Academic Affairs _____
 2. Student Development _____
 3. Administrative Affairs X
 4. Institutional Advancement _____
 5. General or Other _____
- Specify: _____

B. Classification:

1. Standing X
2. Ad Hoc _____

III. Function:

A. Classification (Check one or more)

1. Investigative / Research / Problem Identifying X
2. Advisory X
3. Executive _____
4. Operational _____
5. Review-Judicial X

B. Statement of Essential Function(s):

To review and adjudicate a claim by an employee (staff member or student worker) who feel their rights have not been properly afforded them. It also serves as a hearing panel for complaints of discrimination.

- C. Other committees, persons or offices who share some responsibility for essential function(s) stated in "B." _____

IV. Level of Input / Impact / Scope (Check one):

- A. College Wide X
 - B. Division (or equivalent) _____
 - C. Department (or equivalent) _____
 - D. Other _____
- Specify: _____

V. Control Document(s) in addition to Committee Handbook (check one):

- A. College Charter _____
- B. College Catalog _____
- C. Faculty Handbook _____
- D. Staff Handbook _____
- E. Student Handbook _____
- F. Other X

Specify: Policy/Procedures Handbook

VI. Structure:

A. Special Membership Recommendation on basis of:

1. Position or Office: _____
2. Expertise: _____
3. Communication-Coordination: _____
4. Continuity of Membership: 2/5
5. Other: 3 Staff appointees; should be somewhat representative of varying employee classifications

B. Recommended Representation (# of members from):

1. Faculty 4
2. Students _____
3. Administration/Staff 3
4. Other (Specify): _____

C. Recommended Number of Members: 7

D. Agenda Determined By:

1. Chairperson X
2. Other (Specify): X

Claimant

VII. Selection Process:

A. Members:

1. Nominated by: President
2. Statutory: _____
3. Elected by: _____

B. Chairperson:

1. Nominated by: President
2. Statutory: _____
3. Elected by: _____

VIII. Operations:

A. Initiating Capacity:

1. Free to initiate action within area of essential function(s): X
2. Tasks (problems) usually given to committee by: Claimant

B. Committee Recommendations Channeled To:

Those specified in employee's appeal process and to the President

C. Minutes To: Those specified in employee's appeal process and to the President

D. Review / Evaluation of Committee's Work (In addition to standard review process) By: _____

IX. General: Orientation of committee will be held by the VPIA in September