

September 19, 2018

Mr. Stacy Landry  
Board President  
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**RE:** Superintendent Jerome Puyau  
**OFN:** 2879-176640

Dear Mr. Landry and Board Members:

This firm represents Jerome Puyau as Superintendent in Vermilion Parish. I have represented boards and superintendents for many years, was general counsel for the Lafayette Parish School Board for some 26 years, and represented now five different superintendents in matters involving conflict between the superintendents and boards. Pat Cooper of Lafayette is my client as is Lottie Beebe, Superintendent in St. Martin Parish. I tell you these things simply to indicate to you that I have substantial experiences in the type of matter that I write to you herewith.

First, let me say that I have known of the situation in Vermilion Parish for some months now. I have followed the actions of the Board and it has become crystal clear to me that the Board, for whatever reason it has or does not have, is intent on terminating the services of Superintendent Puyau. I remind that the Board represents the public, and not its own ideas in any way. It is mandated to do what is best for the public, and again, not necessarily what a particular board member may personally want to do.

Everything I read in the media indicates that Vermilion Parish School System has made great strides forward in the last few years, substantially as a result of Superintendent Puyau's leadership. Clearly, he has formed a good education team in Vermilion Parish and your parish and particularly your students are benefitting from it. While I have seen some emails between board members and your superintendent, I have seen absolutely nothing that indicates to me that there are substantive reasons under the law or under Superintendent Puyau's contract that would indicate a basis for termination of his employment as superintendent. That said, it is clear that the Board is still attempting to remove him from his position. I will demonstrate to you in this correspondence that such action violates both his employment contract with the Board as well as clear Louisiana law in the Code of Education for the State. Violation of the law and of the contract carries penalties, breach of contract, bad faith breach of contract which carries additional potential penalties and attorneys' fees award, as well as potentially being prosecuted for violation of clear law when board members know better. In other words, if a member violates the law knowingly, that board member can be even personally responsible from his own money and property, because it is assumed that when violating the law that he was doing so outside of the course of his employment with the School Board because the School Board is mandated to follow the law.

Here, in order to terminate a superintendent, and this is both in the contract which tracks the state law, as well as the state law itself, a specific mandate is set out. Under Section 7, paragraph (D) of the contract, is provided the following:

TERMINATION OF EMPLOYMENT CONTRACT

D. Any grounds set forth in LSA-R.S. 17:54 (C)

Notice of termination of this contract for cause shall be given in writing and superintendent shall be entitled to appear before the board to discuss such cause or causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs incurred. Such meeting shall be conducted in open or executive session, at the sole option of the superintendent.

Further, the same statute under Section B (1)(bb)(iii) provides:

The superintendent shall be retained during the term of the contract; however, if the superintendent is found incompetent, unworthy, or inefficient or is found to have failed to fulfill the terms and performance objective of his contract or to comply with school board policy, then the superintendent shall be removed from office as provided by Subsection C of this Section. Before the superintendent can be removed during the contract period, he shall have the

right to written charges and a fair hearing before the board  
after reasonable written notice.

We all know that no compliance with the cited provision of the contract or the state law has taken place here. We are well aware that there have been no specific written charges against the Superintendent that would call for his termination. Further, termination of a superintendent, if after a hearing after reasonable notice, going through the legal process of a public hearing, with both sides represented and a hearing officer in place, requires two-thirds positive vote of the membership of the entire Board, which would be six of eight members of the Board. Anything less, even on a positive vote, would mean that vote was a negative vote for termination and the Superintendent would stay in office.

To the present time, from everything I know, the Board has not even come close to complying with any law which would allow termination of your Superintendent. In fact, the actions of the Board as a whole, going back since even before the current Superintendent contract, clearly indicate personal vendetta, backroom politicking, and plans made to terminate the Superintendent without cause to do so, all of which in my judgment indicate bad faith lack of compliance with the contract and the state law and potentially then subject each board member to personal financial responsibility for the damages done here.

I am lately informed that there is some directive from the School Board that either has gone out or may go out prohibiting the Superintendent from attending football games in the parish. It is incredible that the Board would even consider this, because it is clearly, in my judgment, illegal. The properties involved are public properties and any member of the public, as long as he is conducting himself in a reasonable fashion, is allowed on public property. That would include even the School Board offices. Lottie Beebe, at my suggestion, continued to go to the School Board office even after she was directed not to do so by the Board. She had every right to do so, Superintendent Puyau does here and clearly, any attempt at restricting him from public property, including football games at local schools, would be a direct violation of the law and would be, in my judgment, something again that would allow Superintendent Puyau to take action against members personally.

All of this is something which leaves aside the most important issue that is involved herein, and that is providing our children and grandchildren, our neighbors and friends, with appropriate public education in Vermilion Parish. All that is going on between the Superintendent and the Board, at the behest of certain Board members, take the emphasis off of the most important function of the Board and the most important duty of the Superintendent. We have got to get back to that and move forward. If the Board decides that it does not want Superintendent Puyau any longer, it should negotiate with him to do something about his staying on or simply wait for his term to end and get a different superintendent. Its present actions of taking the law in

its own hands, not complying with the clear law, advising that after a hearing with a highly qualified attorney who reviewed allegations against the Superintendent, that there was absolutely no basis for going forward with its investigation, that it was going to do so anyway because it considered the attorney hearing officer biased, unfair, and incompetent for some reason, and then not even using the sound advice of its own retained Board counsel but saying that it was going to pay monies to get outside counsel to give advice reflective of what the Board wanted to do anyway, all indicates decisions of a vigilante type group rather than persons representing the educational process in Vermilion Parish. All of those things will come out if litigation ensues in this matter.

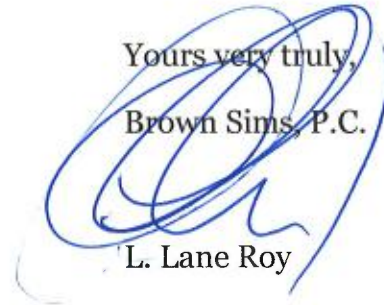
We always hesitate to threaten, and we do not do so here. We do want you to know that consideration at this point in time is being taken for the filing of a suit for damages against the Board, asking an injunction against the Board forcing the Board to comply with the law and forcing the Board to recognize Superintendent Puyau as the only legally appointed Superintendent of Vermilion Parish School System. We are considering also the filing of a Federal RICO suit for violation by public officials of the law regarding personal influence to accomplish illegal purposes. The violation of the Federal RICO law carries both civil penalties and potential criminal penalties. The system is not allowed to reimburse those members against whom such claim is made because the claim is that the board members acted illegally and outside of the proper course of duly elected board members.

I ask that the Board and each of its members consider carefully whether the present actions of the Board are in the best interest of the school system in Vermilion Parish. I am confident that they are. If you fail to comply with the law in this matter, I assure you that there will be litigation over the matter and that the System and each of you will be damaged as a result of having to participate in such litigation, and give testimony under oath about what has taken place that led to the current turmoil.

All of the above is something that we hope to avoid, but rest assured that if the Board continues in its present course, litigation, by whatever means necessary and wherever necessary, will be the result.

With kind regards, I am

Yours very truly,  
Brown Sims, P.C.

A handwritten signature in blue ink, appearing to read "L. Lane Roy", is written over the typed name. The signature is highly stylized and somewhat illegible due to its cursive nature.

L. Lane Roy

LLR/ymh/#4846-8494-9603

cc: Jerome Puyau (*Via Email*)

Kathy Boudreaux, Board Counsel (*Via Email*)