

**JEFFERSON PARISH SCHOOL BOARD
SUPERINTENDENT EMPLOYMENT CONTRACT**

This contract made and entered into this _____ day of July, 2020, by and between the Jefferson Parish School Board, a political subdivision of the State of Louisiana, located in Jefferson Parish (hereinafter called the "Board"), and hereinafter represented by its President, Tiffany Kuhn, duly authorized to sign herein by action of the Board found in the official minutes of the Board's meeting of July 22, 2020, and James E. Gray, Ed.D. (hereinafter "Superintendent"), a major resident of Jefferson Parish.

THEREFORE, the above-described parties agree as follows:

**I. APPOINTMENT AND ACCEPTANCE; TERM OF CONTRACT;
CERTIFICATION**

In consideration of the mutual covenants and benefits to each party contained herein, and, in accordance with the terms and conditions set forth herein, the Board does hereby appoint and employ Dr. James E. Gray, and he hereby accepts such appointment and employment, as Superintendent of Schools for the Jefferson Parish School Board for a period commencing July 16, 2020 and terminating at midnight on June 30, 2024. The Superintendent shall hold and maintain throughout the life of this contract valid and appropriate certification from the Louisiana Department of Education indicating that he is qualified to act as Superintendent of Schools in the State of Louisiana.

II. GENERAL DUTIES OF SUPERINTENDENT

A. The Superintendent shall perform all the duties of Superintendent, Chief Executive Officer, Ex-Officio Secretary of the Board, and Parish School Treasurer as may now or hereafter be prescribed by the Constitution and laws of the State of Louisiana, the policies, rules and regulations adopted pursuant thereto by the Louisiana Board of Elementary and Secondary Education and the State Department of Education, and the policies, rules and regulations, and directions prescribed by the Jefferson Parish School Board.

III. SALARY OF SUPERINTENDENT

A. Minimum Base Salary - The Superintendent shall be paid an annual minimum base salary of TWO HUNDRED SIXTY-FIVE THOUSAND and no/100 (\$265,000.00) DOLLARS. The minimum base salary of the Superintendent shall be paid in accordance with the rules of the Board governing payment of salary to other professional staff members in the system. In addition, such minimum base salary shall be increased by a TWO PER CENT (2%) performance incentive during those years in which the Superintendent's overall evaluation is rated as satisfactory by the Board. In those years in which the Superintendent's overall evaluation is rated excellent, his base salary will be increased by FIVE PER CENT (5%). Any increase shall be added to the base salary for each subsequent year by the same amount. The increases herein shall be on the base salary for the year in which they are accrued.

The Superintendent's salary shall be verified by the Chief Financial Officer, Board president, vice-president, and Finance Committee chairperson on or about July 1 of each year during the term of this agreement.

IV. AUTOMOBILE ALLOWANCE AND EXPENSES

The Board shall provide a cell phone and a vehicle for the use of the Superintendent, including all gasoline, insurance, and maintenance. As an additional consideration, the Superintendent may use the vehicle for his personal use, as well as use on behalf of the system.

During the term of this agreement, the Board shall also reimburse the Superintendent for all actual expenses incurred by him in the performance of his duties. In and out-of-parish travel shall also be paid in accordance with Board policy/procedure.

All such costs under this Article shall be adequately documented.

V. INSURANCE; OTHER FRINGE BENEFITS

The Superintendent shall receive such life, disability, medical, dental and vision insurance coverage as may be provided by the Board to other certificated employees of the system. Any improvements in fringe benefits that may be developed or provided on any other basis to professional employees will automatically apply to the Superintendent.

VI. ORGANIZATION DUES

A. Professional Organizations and Professional Development

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences through attendance at local, state, and national professional meetings and through membership in professional organizations. In this regard, the Board agrees to pay all professional and membership dues incurred by the Superintendent for him to participate in the Louisiana and National School Boards Associations, the Louisiana Association of School Superintendents, the Louisiana Principals Association and the Louisiana Association of School Executives. Any modifications or additions to this list shall be approved by the Board president or vice-president, if the president is unavailable.

The Superintendent shall attend one national conference and such professional meetings at the local and state level as he deems appropriate but must receive approval from the Board President prior to attending any professional meeting outside the State of Louisiana. The expenses of attendance incurred by the Superintendent at such conferences and/or professional meetings (as evidenced by expense vouchers) shall be paid by the Board. All such travel expenses will be paid in accordance with the travel policies and procedures.

VII. VACATION; SICK LEAVE

The Superintendent shall receive paid annual leave of ten (10) days on each July 1st, the beginning of the system's fiscal year, throughout the term of this contract, beginning July 1, 2021. He shall accrue an additional day per month for each month that he works for the Board. He may carry over up to ten (10) unused annual leave days to the following year. He may not accrue more than forty-five (45) annual leave days through the term of this agreement.

The Superintendent shall receive sick leave of twelve (12) days effective July 1, 2021 and thereafter on July 1 for each subsequent fiscal year of employment. He shall be allowed to accrue those days under the same policies and procedures applied to all

employees of the system. At the end of his employment, he shall be paid for the same number of sick leave days as employees are paid. He may also be allowed to apply any sick days beyond those he chooses to be paid for under the system's rules. He shall be allowed to transfer any accrued sick leave days from his previous employment as provided by law.

All time periods are based on the system's fiscal year.

In the event that the Superintendent should leave office by reason of resignation, termination of this contract for cause or death, then he or his estate shall be entitled to payment for any unused vacation or annual leave as may be allowed by board policy and state law.

VIII. SPECIFIC PERFORMANCE OBJECTIVES AND PERFORMANCE TARGETS

The Superintendent shall be expected to fulfill the specific performance targets and objectives of his contract, see Attachment 1, and his evaluation shall reflect in large part the Board's view as to whether he is accomplishing (or has accomplished) those objectives during the term of this agreement. In addition to such objectives, the Superintendent shall also meet or exceed performance targets established in the areas of student achievement, graduation rates, and teacher effectiveness ratings at both the school and district level, as may become applicable. Separate performance objectives applicable to this agreement are contained in Attachment 1 to this Contract, which is appended hereto and made a part hereof. The specific performance objectives may be amended during the term of this agreement or any extension thereof by the mutual consent of the Board and the Superintendent or when required to be amended by law. Similarly, performance targets shall be added and/or modified in accordance with law, when applicable. The Board agrees to consider the effects of the COVID-19 health crisis existing at the time of the entering into this Agreement when considering the setting of those goals and objectives.

IX. PERIODIC EVALUATIONS

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform him immediately of any inadequacies in his performance perceived by the Board, collectively or individually. The Board shall also evaluate the performance of the Superintendent on an annual basis no later than June, beginning at the end of his first fiscal year in office. The evaluation will be in writing and provided to the Superintendent and presented to the Superintendent by June 30th each year. The Board agrees to consider the effects of the COVID-19 health crisis existing at the time of the entering into this Agreement when evaluating the Superintendent.

A copy of all written evaluations shall be delivered to the Superintendent immediately after the preparation of same. The Superintendent shall have the right to file a response to the evaluation. This response shall become a permanent attachment to the evaluation and the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

The Board and the Superintendent may meet after each evaluation to add, delete or amend any performance objectives based on the findings of the evaluation and the Superintendent's overall performance during the time of the last evaluation.

X. DISCHARGE FOR CAUSE

Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause in accordance with the laws of the State of Louisiana, including particularly La. R.S. 17:54, at a regular meeting or a special meeting of the Board. Prior to such meeting, the Superintendent shall be afforded written charges against him, twenty (20) days notice of those charges, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at this hearing, he will assume the cost of any legal expenses. It is understood and agreed that the Superintendent may be suspended with pay by the Board during its investigation of allegations made against him and that such suspension shall not constitute or be construed as a removal from office of the Superintendent. Such suspension with pay shall not exceed sixty (60) calendar days without written consent of the Superintendent. It is further understood and agreed that the Superintendent is a public official elected by the Board and is not a promotional employee governed by the provisions of La. R.S. 17:444.

XI. TERMINATION OF CONTRACT

This contract terminates at midnight on June 30, 2024.

The Board shall negotiate and offer the Superintendent a new contract at the expiration of this contract unless a majority of the membership of the Board votes at least ninety (90) days prior to the termination date against offering a new contract. If the Board is rated a "D" or "F" school system as of the last evaluation by the Department of Education, the Board must notify him at least thirty (30) days prior to the termination date against offering a new contract.

Not less than one hundred eighty (180) days prior to the termination date of this contract, the Superintendent shall notify each of the Board members in writing about the provisions of this section of the Superintendent Employment Contract. The failure of the Superintendent to provide such notice to the Board members shall be construed as failure on his part to fulfill the terms of this contract and alone shall be grounds for non-renewal without such notice and/or grounds for the termination of this agreement for cause.

XII. INDEMNIFICATION; DEFENSE

The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, charges, claims, suits, actions, judgment and legal proceedings brought against him in his official capacity as agent, officer, and/or employee of the Jefferson Parish School Board. If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claim between the legal position of the Board and the legal position of the Superintendent, the Superintendent may employ his own legal counsel, with approval of the Board. In this event, the Board shall reimburse the Superintendent for his costs of legal defense, at rates not to exceed the maximum hourly rates established by the Attorney General of the State of Louisiana, after a full review of the bills, including the rates and charges, unless it is the finding of the Court that the Superintendent acted outside the course and scope of his duties as Superintendent, in which case the Superintendent shall be responsible for the payment of his own legal fees and costs.

In the event that the Board begins an investigation of possible charges to be brought against the Superintendent, or if charges are brought against the Superintendent by the Board, the Board will only pay his attorney's fees and costs if, after a determination is made that charges are unsubstantiated or otherwise dismissed or

determined to be unwarranted, and only after a vote of the Board to do so.

XIII. PAYROLL

The Superintendent shall be deemed to be an eight (8) hour employee for purposes of determining any payout to which he might be entitled.

XIV. HEADINGS

The headings inserted at the beginning of each paragraph hereof are for convenience only and do not add or subtract from the meaning of the contents of each paragraph.

XV. ENTIRE AGREEMENT

This contract embodies the entire contract of the parties hereto relating to the provisions of the Superintendent's employment during the term of same.

XVI. SEVERABILITY CLAUSE

If any term, provision, or item of this contract or the application thereof is held invalid or found to be in violation of state and/or federal constitutional or statutory law or regulation, such invalidity shall not affect other terms, provisions, items or applications of this contract which shall be reformed and given effect without the invalid term, provisions, items or applications, and to this end the provisions of this contract are hereby declared severable and/or reformable.

XVII. INTERPRETATION

This contract shall be interpreted according to the Laws of the State of Louisiana.

The Board President avers that she is authorized by the Jefferson Parish School Board to sign same and does so before the undersigned competent witnesses and notary public on this _____ day of July, 2020.

WITNESSES:

Tiffany Kuhn, President
Jefferson Parish School Board

WITNESSES:

James E. Gray, Ed.D., Superintendent
Jefferson Parish School Board

SWORN TO AND SUBSCRIBED before me this _____ day of August, 2020.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

ATTACHMENT 1

Throughout the term of this Contract and any renewals thereof, the Superintendent shall meet or exceed the following Performance Objectives:

PERFORMANCE OBJECTIVES

- A. The Superintendent shall keep the Board informed of material developments which positively or negatively impact the school district.
- B. The Superintendent shall keep the Board informed as to the status of Board finances and its budget and shall make such recommendations as are necessary to maintain a balanced budget.
- C. The Superintendent shall timely file and/or post all necessary reports, agendas, or other documents as required by law.
- D. The Superintendent shall be an advocate for the school system.
- E. The Superintendent shall maintain a visible presence in the schools and in the community.
- F. The Superintendent shall assist the staff in seeking out all available funding with the goal of obtaining funding to improve educational opportunities for all students.
- G. The Superintendent shall monitor and work toward improving student achievement in the District.
- H. The Superintendent shall at all times be the ethical leader of the District.

PERFORMANCE TARGETS

Reserved.

Tiffany Kuhn, President
Jefferson Parish School Board

James E. Gray, Ed.D., Superintendent
Jefferson Parish School Board