

## SUPERINTENDENT EMPLOYMENT CONTRACT

This contract made and entered into this 20<sup>TH</sup> day of August, 2020 by and between the Vermilion Parish School Board (hereinafter called the "Board"), a political subdivision of the State of Louisiana, represented herein by its President, Kibbie Pillette, duly authorized to act herein by action of the Board found in the official minutes of the Board meetings of August 11, 2020 and August 20, 2020, and Thomas Byler (hereinafter "Superintendent"), a major resident of the State of Louisiana.

### 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 Superintendent, and he hereby accepts such appointment and employment as Superintendent of Schools for the Vermilion Parish School Board for a period commencing August 21, 2020 and terminating at midnight on June 30, 2023. 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, regulations, and directives of the Vermilion Parish School Board.

B. The Superintendent shall, to the extent authorized by La. R.S. 17:81, have the authority to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, in a fashion which, in his judgment, best serves the Vermilion Parish Public Schools. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, and action within his legal authority. Except as otherwise directed by the Board, the Superintendent shall have the right to attend all Board meetings and all Board committee meetings, to serve as an ex-officio member of all Board committees, and to provide administrative recommendations on each item of business considered by each of these groups.

C. The Superintendent shall strive to meet all performance objectives applicable to the Superintendent's performance and will focus on the following goals and objectives. The parties acknowledge that school performance and school performance scores and rates may vary for reasons entirely unrelated to the job performance of the Superintendent. The current accountability system established by the BESE is in a state of transition with the accountability formula changing. The parties also agree that there are performance objectives that significantly impact the success of the system that are external to BESE's accountability system as evidenced by the job duties and

evaluation instrument established by the School Board. In addition, because of the COVID-19 pandemic and the statewide closure of schools, it is impossible to predict whether or not or how the disruption of classes will impact school and district performance scores and other performance objectives.

### III. SALARY OF SUPERINTENDENT

The Superintendent shall be paid an annual base salary of \$132,000. In addition, the Superintendent shall be eligible to receive any allocation of additional compensation based upon sales tax collection as may be approved by the Board. Any percentage or step increase granted during the term of this contract by the Board or the State to other professional employees of the Board shall automatically be applicable to and added to the annual base salary of the Superintendent. The base salary of the Superintendent shall be paid in equal installments in accordance with the rules of the Board governing payment of salary to other professional staff members in the system. Any action by the Board to increase the Superintendent's salary during the term of this contract or any renewal thereof shall be considered as an amendment to and become a part of this contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

### IV. REIMBURSEMENT OF EXPENSES

A. Expense Allowance - During the term of this agreement, in lieu of providing him with an automobile (including insurance, maintenance, gasoline, oil, tires, etc.), mobile/cellular device(s), and residential internet services, the Board shall pay the Superintendent \$750.00 per month for all such expenses. Such sum shall cover all in-parish travel by the Superintendent and shall cover gas, maintenance, and upkeep of the vehicle used by the Superintendent in the performance of his duties hereunder. The Superintendent shall also be responsible for providing his own automobile insurance with minimum liability coverage of \$250,000/\$500,000 and naming the Vermilion Parish School Board as an additional insured on such policy. A copy of such policy shall be provided to the Board for each year of this agreement or any extensions thereof.

B. Other Vouchered Expenses - During the term of this agreement, the Board shall also reimburse the Superintendent for other reasonable expenses incurred by him in the performance of his duties (including expenses for out-of-parish travel exceeding 60 miles one way) evidenced by appropriate expense vouchers. The Superintendent shall submit documentation of miles driven, beginning and ending odometer readings, and receipts evidencing all such expenses.

### V. HEALTH INSURANCE

The Superintendent shall participate in the group health insurance coverage offered to employees of the Board on the same basis as it is provided to other twelve-month administrative employees of the Board. Based on his experience in the Vermilion Parish Public School System, the Superintendent shall be considered to be vested in the group health insurance program as of the date of this contract.

VI. ORGANIZATION DUES

Professional Organizations - 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 Association of School Superintendents, the American Association of School Administrators, the Louisiana Association of School Executives, and other similar organizations approved by the Board.

The Superintendent shall attend 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 by the Superintendent at such professional meetings (as evidenced by expense vouchers) shall be paid by the Board.

VII. VACATION; SICK LEAVE

During the term of this agreement or any extension thereof, the Superintendent shall receive the same vacation and sick leave benefits applicable to other twelve (12) month administrative employees of the system. Unused vacation or annual leave days may be carried forward or accumulated by the Superintendent only to the extent authorized by Board policy for other professional administrative personnel. In the event that the Superintendent should leave office by reason of 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 not to exceed the maximum number of days authorized by Board policy for accumulation of such leave.

VIII. SPECIFIC PERFORMANCE OBJECTIVES/TARGETS

The Superintendent shall be expected to fulfill the terms of his job description and the specific performance objectives and/or performance targets of his contract, and his evaluation shall reflect in large part the Board's view as to whether he is accomplishing (or has accomplished) those objectives/targets during the term of this agreement. The specific performance objectives/targets 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/targets outlined in Attachment 1 hereto may be amended during the term of this agreement or any extension thereto by mutual consent of the Board and the Superintendent.

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, in writing, the performance of the Superintendent at least once each fiscal year beginning 2020-21. Such annual evaluation shall take place in June of each year of this contract, and the Board shall meet with the Superintendent to discuss the results of same. This evaluation shall be based on the position description for the position of Superintendent, the goals and objectives of the school

system for the year in question, and the specific performance objectives/targets outlined in Attachment 1 to this contract.

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 shall be placed in the Superintendent's personnel file.

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, 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 regardless of the outcome. 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 forty-five (45) 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/NEW CONTRACT

This contract terminates at midnight on June 30, 2023.

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. In the event that the Board fails to vote on renewal/non-renewal of this contract ninety (90) days prior to the expiration date of this agreement, then the term of this agreement is extended on a day-by-day basis until such time as the Superintendent has received such notice. Failure by the Board to give ninety (90) days notice does not constitute a reconduction or renewal of the contract, tacit or otherwise.

Not less than one hundred twenty (120) 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 constitute a waiver by Superintendent of his right to receive ninety (90) days notice hereunder and 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.

The Superintendent may choose not to enter into a subsequent contract and may terminate his employment at the conclusion of the term of this agreement.

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 Board provided that the incident giving rise to such claim occurred while the Superintendent was within the course and scope of the performance of his duties as Superintendent, as defined by Board policy and state law. The provisions of this paragraph shall in no way obligate the Board to employ an attorney for the Superintendent or to reimburse the Superintendent for legal fees incurred by the Superintendent relative to matters involving disputes between the parties to this contract, including, but not limited to, disputes over contract provisions, salary, fringe benefits, and termination of employment no matter what the result of such claims.

XIII. MODIFICATION OF DUTIES

In accordance with the authority granted to it by Act 292 of the 2020 Regular Session of the Louisiana Legislature, the Board, by majority vote of its membership, may place the Superintendent on paid administrative leave prior to the expiration of this contract for any of the causes listed therein and for a period not to exceed three (3) months within a six (6) month period. At its sole option and election, the Board may, during the final ninety (90) days of this contract or any extension thereto, modify the duties and responsibilities of the Superintendent to accommodate the orientation of a successor superintendent. During said period, some of the duties of Superintendent may be reassigned to the superintendent-elect or others but, in no event, shall such modification result in a decrease in the salary and fringe benefits paid to Superintendent for the full term of this contract. To the extent requested by the Board, and, for the duration of the term of this contract, the Superintendent shall consult with and assist the Board and his successor superintendent with the transition to a new administration.

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. Venue for resolution of contract disputes between the Board and the Superintendent shall be the civil district court for the Parish of Vermilion.

The parties hereto affirm that they have read and are familiar with the terms hereof and have signed same before the undersigned competent witnesses and undersigned notary public on this \_\_\_\_ day of August, 2020.

**WITNESSES:**

Bridgette Theall

Kibbie Pillette

**Kibbie Pillette, President  
Vermilion Parish School Board**

Tiffany LeBlanc

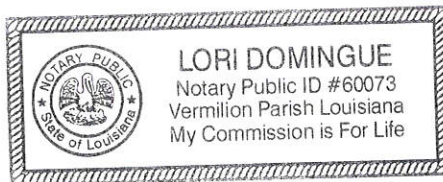
Thomas Byler

**Thomas Byler, Superintendent  
Vermilion Parish School Board**

SWORN TO AND SUBSCRIBED before me this 21<sup>ST</sup> day of August, 2020.

Lori Domingue

**NOTARY PUBLIC**



ATTACHMENT 1

SUPERINTENDENT PERFORMANCE OBJECTIVES

1. The Superintendent will provide leadership for the District to better communicate with the general public positive activities, programs, accomplishments, and district improvements so as to increase community awareness and understanding.
2. The Superintendent will communicate with and effectively engage the staff, the Board, and the members of the community.
3. The Superintendent will be visible in the schools and communities of Vermilion Parish.
4. The Superintendent will demonstrate leadership in working collaboratively with the Board and stakeholders to develop a vision for the District, display an ability to identify and rectify problems affecting the District, and work with the District and School administration to ensure that best practices for instruction and management are being utilized.
5. The Superintendent will effectively manage the budget, ensure completion of activities associated with the annual budget, oversee distribution of resources in support of District priorities, and direct overall operational activities within the District.
6. The Superintendent will demonstrate comprehensive knowledge and understanding of a variety of evaluation instruments for the purpose of determining student achievement, program effectiveness, and District attainment of annual and long-term goals.
7. The Superintendent will meet with all district and school administrators at least annually to develop performance plans in preparation for annual evaluations.
8. The Superintendent will model professional decision-making processes and ethical standards. Additionally, the Superintendent will reflect upon his effectiveness within the role and will work to improve effectiveness through the use of professional development literature and activities.
9. The Superintendent will work to improve academic performance of all students in all schools in the district.