

SUPERINTENDENT EMPLOYMENT CONTRACT

This contract made and entered into this 15th day of August, 2017 by and between the **Orleans Parish School Board** (hereinafter called the "Board"), a political subdivision of the State of Louisiana, represented herein by its President, Mr. John A. Brown, Sr., duly authorized, and **Dr. Henderson Lewis, Jr., Ph.D.** (hereinafter "Superintendent"), a major resident of the State of Louisiana.

WHEREAS, Superintendent and the Board entered into a Superintendent Employment Contract (hereinafter the "Contract"), effective March 18, 2015, pertaining to specific terms and conditions of employment as between Superintendent and the Board; and

WHEREAS, in November 2016, the citizens of Orleans Parish elected a new Board which commenced its term of office on January 1, 2017; and

WHEREAS, Superintendent and the Board desire to terminate the Contract and enter into this new contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived therefrom, Superintendent and the Board do hereby stipulate and 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 agree to the appointment and employment of Superintendent, and he hereby accepts such appointment and employment as Superintendent of Schools for the Orleans Parish School Board for a period commencing July 1, 2017, and terminating at midnight on June 30, 2021. 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. This contract shall remain in full force and effect during this period unless modified, extended, or renewed by mutual agreement of the Board and CEO/Superintendent of Schools or unless terminated as provided in this contract. This contract shall be submitted to the state superintendent.

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 Orleans Parish School Board.

B. Except as otherwise provided by law, BESE policy or School Board policy, it shall be the right and responsibility of the Superintendent to handle all personnel matters, including but not limited to selection, assignment, transfer, and termination of all school system employees. It shall be the responsibility of the Superintendent to ensure that all employees have

proper certification and/or qualifications for their positions. The Superintendent shall make recommendations to the School Board on job descriptions and shall prepare budgets and budget amendments for School Board approval.

C. The Board, individually and collectively, shall promptly refer to the Superintendent for study and recommendation, criticisms, complaints, and suggestions called to its attention.

D. The Superintendent shall present a balanced budget to the Board no later than the September meeting of the Board each year. The Superintendent shall clearly identify any use of the reserve fund in the budget.

III. SALARY OF SUPERINTENDENT

A. Minimum Annual Salary - The Superintendent shall be paid a minimum annual salary of \$250,000.00. The Superintendent shall be entitled to a three percent (3%) increase in salary for each year that he receives from the Board an overall evaluation of satisfactory or higher. Increases for each fiscal year thereafter shall be calculated on the most recent adjustment to the base amount. In addition, 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 minimum annual salary of the Superintendent. The Superintendent, however, shall not be allowed to receive any increase in any fiscal year in which salaries of other professional employees are frozen by the Board.

B. The minimum annual 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 Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

IV. REIMBURSEMENT OF EXPENSES

During the term of this agreement, the Board shall reimburse the Superintendent for all reasonable expenses incurred in the performance of his official duties, including, but not limited to, meals, lodging, and travel expenses. The Superintendent shall document all expenses in accordance with the Board's expense reimbursement policy, which applies to all employees and School Board members.

V. INSURANCE: OTHER FRINGE BENEFITS

The Superintendent shall receive such life and health insurance coverage as may be provided by the Board to other twelve (12) month 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 - 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 School Boards Association, the Louisiana Association of School Superintendents, the American Association of School Administrators, the National Association of Charter School Authorizers, 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.

B. Civic Organizations - The Board also considers it important for the Board to be represented and active in local civic organizations, including, but not limited to, the Rotary Club, Lion's Club, and Chamber of Commerce. For this reason, the Board agrees to pay all membership dues or other expenses as are necessary for the Superintendent to participate in such organizations, to the extent allowed by law.

VII. VACATION; SICK LEAVE

The Superintendent shall receive the same vacation and sick leave benefits applicable to other twelve (12) month certificated 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. MEDICAL EXAMINATION

The Board shall have the right, at its expense, to require the Superintendent to undergo a complete medical examination at any time during the duration of this agreement. The Superintendent shall authorize the examining physician(s) to render a written report to the Board regarding the fitness of the Superintendent to perform his duties. Such report shall be treated as confidential to the extent allowed by law.

IX. GENERAL GOALS

The Superintendent shall be guided by the following general goals during the entire term of this contract:

A. Lead the development and implementation of a comprehensive, long term vision and

strategy for meeting the educational needs of all students served by schools governed by the Board.

- B. Be responsible for hiring, firing, supervising, retaining and leading the central office personnel with the primary mission of continual annual growth in academic performance among all charter and direct-run schools governed by the Board.
- C. Maintain rigorous standards for charter schools authorization recommendations that follow Board policy, and are aligned with national best practices, as promulgated by the National Association of Charter School Authorizers. Once authorized, the Superintendent shall implement comprehensive measures to hold those charter schools accountable to those standards.
- D. Present a balanced annual budget to the Board no later than the September meeting of the Board each year. The Superintendent shall clearly identify any use of the reserve fund in the budget.
- E. Oversee all financial and operational activities of the district, ensuring the highest standards of financial control and fiduciary responsibility with all funds received or expended by the district.
- F. Publish an annual report on the Board's direct-run and charter schools addressing school performance data and such other details as may be requested by the Board. The annual report shall include the percentage of students attending schools ranked in each quintile relative to all other schools in the state.
- G. Advance equity in the school system by ensuring the Board's differentiated funding formula adequately supports students with the highest needs, by advancing choice and school access through a common enrollment system, and by maintaining and improving the number and diversity of quality school programs throughout the city.
- H. Frequently engage and communicate with students, parents, school staff, and the general public in order to raise public awareness, understanding and trust in the vision and strategy for raising the educational quality of schools governed by the Board. The Superintendent shall also continually employ various measures to solicit feedback and suggestions for school improvement from all educational stakeholders in Orleans Parish.
- I. Faithfully implement all agreements and contracts executed by the Board.
- J. Propose policy additions or revisions to the Board in order to support the implementation of the vision and strategy for educational improvement. The Superintendent shall faithfully implement and maintain compliance with all policies approved by the Board.
- K. Ensure compliance with all state and federal laws, policies and regulations applicable to public education in Orleans Parish.

X. SPECIFIC PERFORMANCE OBJECTIVES

The Superintendent shall be expected to fulfill 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 the period of July 1, 2017 through June 30, 2018, are contained in Attachment 1 to this contract, which is appended hereto and made a part hereof. Annually, the Board will meet with the Superintendent to mutually establish specific performance objectives/targets for the impending school year. If the Board and the Superintendent are unable to agree on specific performance objectives/targets for any impending school year before August 31st of that school year, the performance objectives for the prior year shall be in effect.

XI. 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 no later than the regularly scheduled December Board meeting, for the preceding school year. 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 outlined in Attachment 1 to this contract or subsequently agreed upon.

A copy of all written evaluations shall be delivered to the Superintendent within 24 hours after the written evaluation is finalized. 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.

XII. 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. 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.

XIII. TERMINATION OF CONTRACT

This contract terminates at midnight on June 30, 2021 unless a super-majority (2/3) of the membership of the Board votes at least ninety (90) days prior to the termination date to offer a new contract. The Superintendent and Board may mutually agree in writing to shorten this period of time.

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. The Superintendent shall provide written notice to the Board that he is terminating his employment no later than December 30, 2020.

XIV. 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. If, in the good faith opinion of the Superintendent and legal counsel for the Board, 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. 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, 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. 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 or the Superintendent's employment or continued employment with the Board.

XV. MODIFICATION OF DUTIES

During the six (6) month period prior to the expiration of this contract (December 30, 2020 through June 30, 2021), the Board, at its sole option and election, may 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.

XVI. 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.

XVII. 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, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

No amendment of or modification to this contract shall be valid unless and until executed in writing by the Board and the Superintendent.

XVIII. 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.


XIX. 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 Orleans.

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

15th day of August, 2017.


WITNESSES:



John A. Brown, Sr., President
Orleans Parish School Board



Leslie Ellison



Henderson Lewis, Jr., Ph.D., Superintendent
Orleans Parish School Board



SWORN TO AND SUBSCRIBED before me this 15th day of August, 2017.



NOTARY PUBLIC

Sharonda R Williams (28809)

7 My commission is for life.

SUPERINTENDENT EMPLOYMENT CONTRACT

ATTACHMENT 1

I. GENERAL INFORMATION

- A. Overall evaluation rating will be determined by a weighting of 70% Specific Performance Objectives + 30% Observational Tool in the 2017-2018 evaluation period.
- B. The evaluation process shall be performed on a calendar year basis. While final evaluation reports will be due annually in December, the period of evaluation will still be the preceding school year (July – June). The Board and Superintendent shall update performance objectives for the forthcoming school year by August 31st of each year.
- C. A satisfactory rating on the evaluation tools (Observational Tool and Specific Performance Objectives) will be determined by an average of 3 out of 4 or higher on the existing 1-4 scale. The category labels will be “Highly Effective” (4 points), “Proficient” (3 points), “Emerging” (2 points), and “Ineffective” (1 point). Performance Objectives will be rated according to the proportion of objectives achieved, normalized on a scale of 1-4. Further, Specific Performance Objective #4 (relative to Unification) shall account for fifty percent of the total rating for Specific Performance Objectives. For example, if 4 of the Performance Objectives (excluding Objective #4) are achieved, the cumulative rating for Performance Objectives (70% of the overall evaluation rating in 2017-18) will be 2 (4/8 x 4). The same cumulative rating would be obtained if only Specific Performance Objective #4 (Unification) is achieved. If the calculation of the overall evaluation rating does not result in a whole number, the rating value will be rounded to the nearest whole number.
- D. If the Superintendent achieves a satisfactory rating based upon these specific performance objectives, he shall receive additional compensation in the amount of \$5,000.00 for each objective/target met up to a maximum of \$20,000.00. Such sum shall not become part of the Superintendent’s base salary, although it can be combined with the base salary and paid out in the same fashion if that is the desire of the Superintendent. Alternatively, this additional compensation can be paid out in one check after the Superintendent’s entitlement to it has been determined.

II. OBSERVATIONAL TOOL

- A. An observational tool will be administered to the School Board for the purpose of evaluating the performance of the Superintendent. The observational tool will contain questions rated on a scale of 1-4, matching the rating system for the overall evaluation. The cumulative rating for the observational tool will be an average of the ratings of all board members on all questions, equally weighted. Prior to the School Board completing the observational tool, a 360 survey evaluation of staff members, school leaders, charter board leaders, parents, students and community leaders will be provided to the School Board for their consideration.

- B. The Superintendent and his direct reports will complete the same observational tool administered to the School Board, in order to compare his self-assessment to others' responses.

III. SPECIFIC PERFORMANCE OBJECTIVES

- A. The Board has established the following Specific Performance Objectives, which are subject to Paragraph X of this Contract. The Superintendent shall endeavor to fulfill the following Performance Objectives targets:
1. After review of 2016-2017 state test results, the Board and Superintendent will collaboratively set growth targets for each directly-operated school's Assessment Index¹ to be established and approved by the Board by September 30, 2017, for the 2017-2018 school year.
 2. Upon completion of the state audit, the district shall achieve an unqualified opinion with no material findings on the annual independent audit of the 2017-2018 fiscal year.
 3. The Superintendent shall meet or exceed the Board-approved budget, as measured by the net annual surplus/deficit. This budget target will be based on the current Board-approved budget as of June 30, 2018, which may include a mid-year adjustment recommended by the Superintendent, and approved by the Board, due to exceptional circumstances unforeseen at the beginning of the year.
 4. The Superintendent shall ensure completion of all Unification Transition Plan activities/milestones as of June 30, 2018, with the exception of any milestones with delayed timelines, as recommended by the Unification Advisory Council and/or approved by the Board.
 5. The Superintendent shall complete a 3 to 5-year strategic plan, beginning in the 2018-2019 school year, for improving school performance at a city-wide and systemic level. The plan should include, at a minimum:
 - a. Annual goals for improvement in the % of students attending "A" and "B" schools governed by OPSB, and a decline in the % of students attending "D" and "F" schools governed by OPSB.
 - b. Policies and implementation plan for charter authorization, renewal, closure and revocation decisions, in alignment with the board-approved mission, vision and strategic priorities, in addition to the revised OPSB accountability frameworks.
 - c. Clearly defined, actionable, intermediate intervention and accountability practices to cultivate individual school improvement annually.
 - d. Plan to address system-wide unmet needs for school and student supports, prioritizing those areas with greatest anticipated impact on long-term student outcomes.

¹ In the case of high school, the goals will include the EOC Assessment Index, the ACT Assessment Index, the Graduation Rate Index, and the Diploma index.

2019-2020 Superintendent Performance Objectives

PORTFOLIO MANAGEMENT [40% of performance objectives rating / \$8,000 bonus]

1. Citywide, the percentage of students attending “A” or “B” schools will increase and the percentage of students attending “D” or “F” schools will decrease, as measured by comparing Oct 1, 2020 enrollment vs. Oct 1, 2019 enrollment. [20% of performance objectives rating / \$4,000 bonus]
2. Citywide, the percentage of students who score basic and above on the 2020 LEAP assessments will increase vs. 2019 performance. [10% of performance objectives rating / \$2,000 bonus]
3. Citywide, the percentage of students who score mastery and above on 2020 LEAP assessments will increase vs. 2019 performance. [10% of performance objectives rating / \$2,000 bonus]

FINANCIAL MANAGEMENT [30% of performance objectives rating / \$6,000 bonus]

4. Meet or exceed the board-approved budget, as measured by the net annual surplus/deficit. The budget target will be based on the current board-approved budget as of June 30, 2020, which may include board-approved mid-year adjustments due to unforeseen circumstances at the beginning of the fiscal year. [20% of performance objectives rating / \$4,000 bonus]
5. OPSB shall achieve an unqualified opinion with no material findings on the annual independent audit for the 2019-2020 fiscal year. [10% of performance objectives rating / \$2,000 bonus]

FACILITIES PLANNING [30% of performance objectives rating / \$6,000 bonus]

Objectives are based on the NOLA-PS staff presentation of the Facility Plan to the Board in the September 2019 meetings.

6. By October 1, 2020, NOLA-PS will publish revised Design Standards that define the ideal standard for all facilities in the NOLA-PS portfolio to be excellent educational environments. By October 1, 2020, NOLA-PS will complete Long Term Capital Plans for each school facility defining the cost and timeline for each building to reach the Design Standards. Long Term Capital Plans will include the cost of ongoing capital replacements of major building systems and the complete repair cost of a facility over a 10-year period. For all properties designated by the board as “surplus”, NOLA-PS will engage with governmental entities to ensure properties are evaluated for uses that enhance civic and social priorities of the District and other governmental entities, where aligned. [15% of performance objectives rating / \$3,000 bonus]
7. By October 31, 2020, NOLA-PS will present an overview of facility financing needs and actions required to ensure all students attend school in facilities that are aligned with the newly adopted Design Standards. NOLA-PS will identify the existing facilities in its portfolio that cannot reasonably or efficiently achieve the Design Standards, even after execution of the Long Term Capital Plans, due to structural, lot size, and/or architectural deficiencies. NOLA-PS will present total projected costs for the full replacement of these facilities long term. The facility financing plan will include potential paths and priorities for financing unmet needs and the timelines associated with each path. [15% of performance objectives rating \$3,000 bonus]