

**LAFOURCHE PARISH SCHOOL BOARD
SUPERINTENDENT’S CONTRACT**

**I.
AGREEMENT**

WHEREAS, the Lafourche Parish School Board recognizes the needs of the citizens and the students of Lafourche Parish and recognizes that Louisiana law requires that it have a written contract with its Superintendent of Schools. Therefore, the Lafourche Parish School Board (hereinafter referred to as “School Board”) hereby enters into an extension of the agreement between said School Board, acting through its President, Brooke Huddleston, pursuant to authority granted her by action of the School Board taken at its meeting on January 21, 2020, and Jarod W. Martin, School Board Superintendent (hereinafter referred to as “Superintendent”) as follows:

**II.
TERM**

In consideration of the mutual covenants and benefits to each party contained herein, and, on the terms and conditions set forth herein, the Board does hereby appoint and employ Jarod W. Martin, and Jarod W. Martin, hereby accepts such appointment and employment as Superintendent of Schools of the Lafourche Parish school system the period commencing on March 1, 2020, and ending at midnight on June 30, 2022 (the “Primary Term”), which will be considered the Primary Term of this Agreement.

**III.
RENEWAL/EXTENSION**

A. The Board shall negotiate and offer a new contract at the expiration of the Primary Term for an additional period of twenty four months (or through June 30, 2024) unless a failure to offer a new contract is based on an evaluation of the Superintendent receiving an average unsatisfactory rating by a majority of the Board Members, or unless failure to offer a new contract is based on a cause sufficient to support a mid-contract termination as provided La. R.S. 17:54(B)(1)(b)(iii). The Board shall notify the Superintendent, in writing, of its intention not to renew offer a new contract no later than February 1, 2022. In the event that the Board fails to notify the Superintendent of its intention not to offer a new Contract, the Contract shall automatically result in a twenty-four (24) month extension, effective July 1, 2022 and ending June 30, 2024 under the same terms and conditions of this Contract.

B. In the event that the Contract is extended for an additional twenty-four (24) month period (through June 30, 2024), by operation of the provision of Subpart A., above, then the Board shall notify the Superintendent, in writing, of its intention not to renew the Contract no later than February 1, 2024. The determination of non-renewal by the Board shall not require a finding of average unsatisfactory rating by a majority of the Board

Members, or a finding of cause sufficient to support a mid-contract termination but shall be based upon the discretion of the Board. In the event that the Board fails to notify the Superintendent of its intention not to renew the Contract by that date, the Contract shall automatically result in a two-year extension of the term of the Contract, effective July 1, 2024 and ending June 30, 2026, under the same terms and conditions of this Contract.

C. Should the Superintendent resign his position during the contract term, he shall give the School Board at least one-hundred eighty (180) day written notice of his intention to resign his position as Superintendent. If the one-hundred eighty-day notice is not given by the Superintendent, except for good cause, then he will forfeit any additional accrued leave permitted under Section VI., below.

D. Notwithstanding the above, the parties may mutually agree to negotiate a new contract at any time.

IV. SALARY

The salary shall be ONE HUNDRED FORTY-SIX THOUSAND and NO/100 (\$146,000.00) DOLLARS. This salary shall be fixed for the Primary Term provided under Section II of this contract culminating June 30, 2022. Upon receiving an extension pursuant to the provisions of Section III.(A.), the salary of the Superintended shall be ONE HUNDRED FIFTY THREE THOUSAND and NO/100 (\$153,000) DOLLARS effective JULY 1, 2022. Upon receiving a second extension pursuant to the provisions of Section III. (B), the salary of the Superintendent shall be ONE HUNDRED SIXTY THOUSAND and NO/100 (\$160,000) DOLLARS effective July 1, 2024.

V. RESPONSIBILITY AND EVALUATION

A. The Superintendent shall well and faithfully perform all of the duties of Superintendent, Chief Executive Officer, and Ex-Officio Secretary of the Board as may now or hereafter be prescribed by the Constitution and laws of the State of Louisiana, the policies and rules and regulations as 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 Lafourche Parish School Board.

B. The Superintendent shall have authority in accordance with the authority provided in La. R.S. 17:81A., 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 Lafourche Parish Public Schools. However, the Superintendent shall not fill the position of Assistant Superintendent, or any likeness thereof, without the express authority of the School Board. The Superintendent shall from time to time suggest regulations, rules and procedures deemed necessary for the efficient operation and wellbeing of the Lafourche Parish Public System. 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. The Superintendent shall have the right to attend all Board meetings and all Board committee meetings, serve as an ex-officio member of all Board committees, and 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.¹ 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. The parties acknowledge that the Lafourche Parish School District is one of the highest performing public school systems in the State of Louisiana with a small window of growth potential. Nevertheless, the ultimate goal is to be the top performing district in Louisiana.

1. Improve academic performance of students in all schools in the parish by reducing the number of students scoring less than proficient on all applicable state testing.
2. Increase the academic performance of students in C, D, and F schools by increasing the academic index for all tested subjects in those schools.
3. Increase the District Performance Score (DPS) by at least .25 points each year.
4. Increase student graduation rates.
5. Increase the strength of diploma index.
6. Increase percentage of core courses in grades K-12 that are being instructed utilizing a Tier 1 approved curriculum where applicable.
7. Ensure that teachers are supported with professional development opportunities to support effective implementation of Tier 1 curriculum.
8. Recruit certified teachers and support through tuition assistance alternative certification teachers to increase the percentage of effective teachers in C, D, and F schools as measured by the applicable teacher evaluation program as defined by BESE bulletin 130.
9. Maintain a balanced budget for the school system.
10. Ensure school premises are clean and well-maintained with continued emphasis on attaining single point of entry for all schools in the district.
11. Implement professional development focused on improvement of customer service to parents, community members, and all district stakeholders from all district and school level staff.

¹ All school and district performance scores are expected to systematically decrease as the accountability system transitions from a 200-point scale to a 150-point scale. Progress points for the SPS and DPS are also being phased out and replaced with growth measures which are still unknown. The amount of points rewarded for students who score Mastery and Basic are also being decreased during this transition.

12. Increase the level of positive public relations highlighting student, school, teacher, support staff, and district accomplishments.
13. Keep the Board apprised of its fiscal condition, curriculum operations, and support services with detailed quarterly updates.

D. The Superintendent shall be evaluated twice a year (January and June) by the School Board, in accordance with the Lafourche Parish School Board personnel evaluation plan. The evaluations of the performance of the Superintendent shall be in writing.

All evaluations shall be delivered to the Superintendent within 48 hours of their completion, and the Superintendent shall have the right to file a response to same. The evaluation and response shall become a permanent part of the Superintendent's personnel file. Each Board Member shall meet individually with the Superintendent to review their observations of the Superintendent. The Superintendent may call a meeting with the members of the board to discuss his performance at any time during the 60 days following receipt of any evaluation.

VI. VACATIONS, HOLIDAYS, AND SICK LEAVE

Sick days and other holidays shall be the same available to other twelve month central office employees. The Superintendent shall receive 20 vacation days annually. The use and accumulation of vacation days shall be done in accordance with the existing policy for school board employees granted vacation days. The Superintendent shall be entitled to payment equal to the number of unused annual leave days multiplied by the daily salary rate for any unused annual leave days at the expiration or termination of the Superintendent's employment with the Board.

VII. BENEFITS

A. The Superintendent shall receive all other benefits that may be granted by the School Board to Central Office Administrators.

B. The Superintendent shall be given a monthly stipend of eight-hundred (\$800.00) dollars for the purpose of securing any required health insurance coverage for himself and any member of his family. The Superintendent and his dependents shall not be eligible for participation in the district health insurance plan. The School Board shall be responsible for any contributions to the Superintendent's retirement. The above provisions shall supersede any Lafourche Parish School Board policy which is inconsistent with these contract terms.

C. The Superintendent shall be given a monthly vehicle allowance of nine-hundred (\$900.00) dollars. As such, the Superintendent shall not be eligible for mileage reimbursements associated with travel.

VIII.
PROFESSIONAL DEVELOPMENT AND EXPENSES

A. The Superintendent shall have the right to belong to Professional Organizations that he shall deem as necessary to the proper performance of his duties to the highest standards of the profession, and the School Board shall pay his membership fees for said professional organizations.

B. The Superintendent's expenses for travel, excluding mileage, and/or registration for professional meetings and conferences shall be paid by the School Board in accordance with existing School Board policy. The Superintendent may attend professional workshops, including but not limited to the Superintendent's Academy, Louisiana Superintendents Association Annual Conference, Louisiana Association of School Executives Annual Conference, and State and/or National conferences concerning the issues of school law, public sector employment, management issues, or any other topic which, in the discretion of the Superintendent, shall assist him in achieving the mission of the School Board. The School Board shall pay for the necessary membership, travel and related expenses. The Superintendent shall report in to the Board of his activities upon return to the district from any national travel. The provisions of this paragraph shall be subject to School Board Policy.

IX.
PROFESSIONAL LIABILITY

The School Board shall provide the Superintendent with appropriate liability insurance coverage through its policies of insurance. Further, the School Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and other legal proceedings brought against him by a third party as Superintendent individually or in his official capacity as agent/employee or official of the School Board. However, this benefit shall apply only if the incident or occurrence giving rise to the claim action, or other legal proceedings takes place while the Superintendent is or was acting within the course and scope of his employment with the School Board.

If, in the good faith opinion of the Superintendent, a conflict exists as regards to the defense to such third party legal claims between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate legal counsel, in which event the School Board shall indemnify the Superintendent for the reasonable costs of his legal defense as well as indemnify him if an adverse judgment is rendered against him.

**X.
REMOVAL OF THE SUPERINTENDENT**

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, as amended by ACT No. 720 of 2010. Prior to his dismissal, the Superintendent shall have the right to written charges against him, notice of hearing, and a full and fair hearing before the Board.

**XI.
SEVERABILITY CLAUSE**

If any 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, such invalidity shall not affect other provisions, items, or applications of this contract which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this contract are hereby declared severable.

The parties hereto affirm that they have read and are familiar with the terms hereof and have signed the same before the undersigned competent witnesses and the undersigned Notary Public on this 11th day of February, 2020.

WITNESSES:

Margaret

Cyde Jalavante

Alex Duprene

Cheryl Thomas

Brooke Huddleston

Brooke Huddleston, President
Lafourche Parish School
Board

Jarod W. Martin

Jarod W. Martin, Superintendent
Lafourche Parish School
Board

SWORN TO AND SUBSCRIBED before me on this 11th day of Feb., 2020.

Katherine M. Amodeo

Katherine M. Amodeo, Notary Public

Notary ID No. 02448