

STATE OF LOUISIANA
RECOVERY SCHOOL DISTRICT SUPERINTENDENT
EMPLOYMENT CONTRACT

This contract is made and entered into by and between the Louisiana Department of Education, Recovery School District and Paul Vallas.

I. TERM OF CONTRACT:

In consideration of the mutual covenants and benefits of each party contained herein, the Louisiana Department of Education, Recovery School District does offer to employ and Paul Vallas accepts such employment as Recovery School District Superintendent, hereafter referred to as RSD Superintendent, commencing July 9, 2007, and ending on June 30, 2009.

II. DUTIES:

Paul Vallas will perform the duties of the position of RSD Superintendent as set forth by law, including but not limited to, La. R.S 17:10.5, La. R.S. 17:10.7, La. R.S. 17:1990, and Board of Elementary and Secondary Education regulations and directives. The RSD Superintendent shall be on duty and available to serve and in contact with BESE, the Department and the Recovery School District at all times throughout the term of this contract, except when on leave. The RSD Superintendent shall be required to take leave when he is not available to perform the duties of his office. Any work performed by the RSD Superintendent outside of his official duties and any compensation therefor shall fully comply with the provisions of Title 42 of the Louisiana Revised Statutes.

III. EVALUATION:

The RSD Superintendent's performance will be evaluated on October 1, 2007 and annually thereafter, as applicable, pursuant to procedures developed by the State Superintendent of Education. The State Superintendent shall report his evaluation findings to the RSD Superintendent and together they shall discuss them as appropriate.

IV. SALARY:

Effective July 9, 2007, the RSD Superintendent's compensation shall be set at \$ 238,386. The RSD Superintendent shall receive a 6% pay raise on October 1, 2007, and annually thereafter, contingent upon a positive evaluation. The per annum salary shall be paid in equal installments in accordance with the practices governing payment of salary to other professional staff members of the Recovery School District and the Department of Education. Should the RSD Superintendent's term end such

that he has worked a partial year, his compensation will be pro rata for that part of the year actually worked.

V. OTHER COMPENSATION/BENEFITS:

A. LEAVE

The RSD Superintendent will accrue and use leave in accordance with Executive Order KBB 2006-30 and may elect to receive health insurance, life insurance, and other benefits as provided to state employees. Upon separation from employment as RSD Superintendent, the RSD Superintendent shall be paid the value of accrued annual leave in a lump sum not to exceed the value of 300 hours, computed on the basis of the hourly rate of pay at the time of separation.

B. RETIREMENT

The RSD Superintendent, if determined eligible, shall enroll in either the Louisiana State Employees' Retirement System or the Teachers' Retirement System of Louisiana.

C. USE OF VEHICLE

Subject to the approval of the Division of Administration, the RSD Superintendent will be provided the use of a state vehicle as a personal assignment in the discharge of duties of the Office of the RSD Superintendent, which shall include transportation to and from the workplace and home storage.

D. HOUSING EXPENSES

Effective July 9, 2007, the RSD Superintendent shall receive a stipend of \$4,000.00 per month for housing expenses. The RSD Superintendent shall have the option of receiving the housing stipend as salary. The RSD Superintendent shall give at least fourteen (14) days prior written notice to the State Superintendent in the event that the RSD Superintendent wishes to exercise the option. The RSD Superintendent's exercise of the option shall become effective the first pay period that commences after the Superintendent's receipt of the written notice and the expiration of the notice period.

VI. TERMINATION FOR CAUSE:

The RSD Superintendent may be terminated by the State Superintendent of Education for cause or due to an unsatisfactory evaluation as set forth in Section III of this contract. The RSD Superintendent will be afforded timely written notice of the cause specifying the factual basis thereof and will be allowed an opportunity to be heard.

VII. TERMINATION FOR CONVENIENCE:

The RSD Superintendent shall have the right to terminate this contract by providing the State Superintendent of Education ninety (90) days written notice.

VIII. INDEMNIFICATION:

The Louisiana Department of Education, Recovery School District shall defend, hold harmless, and indemnify the RSD Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the RSD Superintendent in either his individual capacity or official capacity as RSD Superintendent as long as the conduct, act, or failure to act of the RSD Superintendent giving rise to the claim occurred within the course and scope of his employment. This indemnification shall apply to all such claims made against the RSD Superintendent including those filed after the termination of his employment so long as the acts by the RSD Superintendent complained of occurred during the course and scope of his employment. This provision regarding indemnification is not intended to limit any statutory indemnification afforded to the RSD Superintendent, but is instead only intended to clarify the intent of the Louisiana Department of Education, Recovery School District to indemnify and hold the RSD Superintendent harmless as provided by law.

IX. 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 law, such invalidity shall not affect other provisions, items, or applications of this contract that can be given effect without the invalid provisions, items, or applications; and to this end the provisions of this contract are hereby declared severable. Any provision found invalid will be renegotiated in an effort to cure the violation.

The parties hereby affirm that they have read and are familiar with the terms thereof and have signed same before the undersigned competent witnesses and the undersigned Notary Public on the dates therein stated.

WITNESSES:

Debra Thomas

William D. Kelly

[Signature]
Superintendent of Education
State of Louisiana

SWORN TO AND SUBSCRIBED before me on this 17th day of July, 2007, at Baton Rouge, Louisiana.

R. Christopher Fuge
NOTARY PUBLIC

WITNESSES:

Carl Darden

Cheryl Mitchell

[Signature]
Recovery School District Superintendent
State of Louisiana

SWORN TO AND SUBSCRIBED before me on this 9th day of July, 2007, at Baton Rouge, Louisiana.

R. Christopher Fuge
NOTARY PUBLIC

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