

STATE OF LOUISIANA  
SUPERINTENDENT OF EDUCATION  
EMPLOYMENT CONTRACT

This contract is made and entered into by and between the Board of Elementary and Secondary Education (BESE) and John C. White.

I. TERM OF CONTRACT:

In consideration of the mutual covenants and benefits of each party contained herein, BESE does offer to employ and John C. White accepts such employment as State Superintendent of Education, hereafter referred to as State Superintendent, commencing January 11, 2012, and ending at noon on the second Monday in January 2016, unless ended sooner according to other provisions of this contract. Upon completion of the term of this contract, John C. White will continue to serve as State Superintendent on a month-to-month basis until a successor assumes the duties of State Superintendent, until BESE discontinues his services pursuant to Section VII of this contract, or until the State Superintendent terminates this contract pursuant to Section VIII of this contract.

II. DUTIES:

John C. White will perform the duties of the position of State Superintendent as set forth by law, including, but not limited to, La. R.S. 17:22, in order to further Board regulations and directives. The State Superintendent shall be on duty and available to serve and in contact with BESE and the Department of Education at all times throughout the term of this contract, except when on leave. The State Superintendent shall be required to take annual leave only when he is not available to perform the duties of his office.

III. OTHER WORK PERFORMED:

Any work performed by the State Superintendent outside of his official duties and any compensation therefore shall comply with the provisions of Title 42 of the Louisiana Revised Statutes and all other applicable state and federal laws.

IV. EVALUATION:

The State Superintendent's performance will be evaluated on or before August 31, 2012, and annually thereafter, as applicable, pursuant to procedures developed by BESE. BESE shall confidentially report its evaluation findings in writing to the State Superintendent and together they shall discuss them as appropriate.

V. SALARY:

The salary of the State Superintendent shall be set by the Board contingent upon the approval of the Joint Legislative Committee on the Budget. Effective January 11, 2012, the State Superintendent's compensation shall be set at \$275,000.00. The State Superintendent shall receive a 6% increase in compensation in August of 2012, 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 Board and the Department of Education. Should the State 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.

VI. OTHER COMPENSATION/BENEFITS:

A. Leave

The State Superintendent will accrue two days annual leave and two days sick leave per month and may elect to receive health insurance, life insurance, and other benefits as provided to state employees. Upon

separation from employment as State Superintendent, the State 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 State Superintendent, if determined eligible, may enroll in either the Louisiana State Employees' Retirement System or the Teachers' Retirement System of Louisiana.

C. USE OF VEHICLE

The State Superintendent will be provided the use of a state vehicle as a personal assignment in the discharge of the duties of the Office of the State Superintendent, which shall include transportation to and from the workplace and home storage. In lieu of the use of a state vehicle, the State Superintendent may elect to receive reimbursement in accordance with the State's annual travel policy.

D. HOUSING AND OTHER EXPENSES

Effective for four months from January 11, 2012, to April 11, 2012, the State Superintendent shall receive a stipend of \$2,500.00 per month for housing expenses.

VII. TERMINATION FOR CAUSE:

The State Superintendent may be terminated for cause or due to an unsatisfactory evaluation as set forth in Section IV of this contract by a two-thirds vote of the total membership of the Board. The State Superintendent will be afforded timely written notice of the cause specifying the factual basis thereof and will be allowed an opportunity to be heard.

VIII. TERMINATION FOR CONVENIENCE:

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

IX. INDEMNIFICATION:

The Board shall defend, hold harmless, and indemnify the State Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the State Superintendent in accordance with La. R.S. 13:5108.1 as long as the conduct, act, or failure to act of the State Superintendent giving rise to the claim occurred within the course and scope of his employment and was not an act performed maliciously by the State Superintendent. This indemnification shall apply to all such claims made against the State Superintendent including those filed after the termination of his employment so long as the acts by the State 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 State Superintendent, but is instead only intended to clarify the intent of BESE to indemnify and hold the State Superintendent harmless as is stated in the terms above.

X. 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:

\_\_\_\_\_  
\_\_\_\_\_  
President  
Board of Elementary and Secondary  
Education

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
at Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Superintendent of Education  
State of Louisiana

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
at Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC