

**EMPLOYMENT CONTRACT BETWEEN  
DR. EDITH WALKER  
and the  
ASCENSION PARISH SCHOOL BOARD**

This employment contract, adopted by the **Ascension Parish School Board** (hereinafter referred to as the **APSB or Board**) at a duly convened meeting held on April 18, 2023 is entered into by and between the **APSB** and **DR. EDITH WALKER**, hereinafter referred to as the **Superintendent or WALKER**.

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools and system.

NOW, THEREFORE, the Board and the Superintendent, for consideration herein specified, agree as follows:

**1. TERM**

The Board, in consideration of the performance of the obligations herein described, employs the Superintendent, and the Superintendent hereby accepts said employment as Superintendent of the APSB for a term of **THREE [3] calendar years beginning on or commencing on the “EFFECTIVE DATE” (provided below)**.

**2. RESPONSIBILITIES OF SUPERINTENDENT**

**A. DUTIES**

The Superintendent shall have charge of the administration of the schools and system under the direction of the Board and as prescribed by State law.

The Superintendent shall act as Secretary and Treasurer of the Board.

The Superintendent shall direct and assign teachers and other employees of the schools under the Superintendent’s supervision.

The Superintendent shall organize, reorganize and arrange the administrative and supervisory staff; including instruction and business affairs, as best serves the Board subject to the approval of the Board.

The Superintendent shall select all personnel as permitted and in the manner required by law.

The Superintendent shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district.

The Superintendent shall in general perform all duties incident to the office of the Superintendent as prescribed by State law and such other duties as may be prescribed by the Board from time to time, and as set out in the Board's Policy Manual.

The Superintendent shall have the right to attend all Board Meetings and all Board and citizen committee meetings, serve as an *ex-officio* member of all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

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

## **B. OUTSIDE ACTIVITIES**

The Superintendent shall devote the Superintendent's full time, attention, and energy to the business of the school district. However, the Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration, and which do not interfere with the duties as the Superintendent, and provided that prior Board approval is obtained.

## **3. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as the Superintendent might decide, in the consideration of the Superintendent's responsibilities as Superintendent in:

- a) the operations, programs and other activities conducted or sponsored by local, state and national administrator and school board association;
- b) seminars and courses offered by public or private educational institutions; and
- c) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the Board.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent deems appropriate, to attend to such

matters and pay for the necessary fees for travel and subsistence expenses, as approved by the Board in the annual budget.

#### 4. COMPENSATION

**Base Salary.** The Board shall pay the Superintendent an annual salary of **\$199,500 (One Hundred Ninety Nine Thousand Five Hundred Dollars and No/100). This amount is comprised of \$190,000 in base salary plus an additional 5% [five percent] of the base salary for compensation in recognition of Dr. Walker's doctorate degree.**

This annual salary rate shall be paid in installments of one/twelfth of the annual salary rate on the 25<sup>th</sup> day of each month for the Superintendent's services rendered during that month.

**Salary Increases.** Commencing with the beginning of the 2<sup>nd</sup> year of the contract, the Superintendent shall receive an annual increase in the amount of 2% (two percent). The Superintendent shall also receive any pay raises provided by the State of Louisiana or the APSB to all APSB certified employees. After the effective date of this Contract, the Superintendent shall not be compensated according to the APSB Leadership Salary schedule.

**Adjustments.** The Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, but in no event shall the Superintendent be paid less than the salary the Superintendent is presently receiving. Any adjustments in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended.

#### 5. VACATION AND OTHER BENEFITS

- A. The Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Board and such other benefits as granted by the Board to the Superintendent, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program and other administrative employee benefits.
- B. The Board shall maintain, at its cost, a life insurance policy on the Superintendent in the amount of **Fifty Thousand dollars (\$50,000.00).**
- C. The Board shall maintain health insurance on the Superintendent.
- D. The Board shall maintain the Superintendent in the regular Teachers' Retirement Plan.

- E. The Superintendent shall be entitled to the same vacation time as all supervisory employees of the Board.
- F. The Board shall pay 100 percent (100%) of the Superintendent's membership charges to the American Association of School Administrators, Louisiana Association of School Administrators, and such other professional groups in whose membership the Superintendent feels it is necessary to maintain and improve the Superintendent's professional skills, as permitted by State law as approved by Board in the annual budget.
- G. The Board shall award the Superintendent with all other fringe benefits that it grants to its employees.
- H. **Expenses.** The Board shall pay or reimburse the Superintendent for reasonable travel, lodging, entertainment, and meal expenses and incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement.

## **6. AUTOMOBILE EXPENSE ALLOWANCE**

The Board shall pay an auto expense allowance of **Eight Hundred Dollars (\$800.00)** Dollars per month to the Superintendent. In addition, for automobile travel outside of Ascension and East Baton Rouge Parish, the Superintendent shall be paid for mileage at the same rate normally reimbursed to APSB employees.

## **7. PROFESSIONAL LIABILITY**

- A. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment and excluding criminal matters or litigation. However, and notwithstanding, the individual ASPB board members shall not be personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
- B. If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by State law.
- C. The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and the Superintendent have adverse interests in such litigation.

## **8. GOALS AND OBJECTIVES**

The parties shall meet **annually** to establish Board goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereinafter provided. Each succeeding school year, the parties will meet to establish Board goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

## **9. EVALUATION**

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of the Superintendent's contract. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the Board for the year in question.

At least once each fiscal year, Board and Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of Board and Superintendent.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory.

A copy of the written evaluation shall be delivered to the Superintendent. 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. The Superintendent shall have the right to provide a written reply or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file.

## **10. TERMINATION OF EMPLOYMENT CONTRACT.** This contract shall be terminated by any of the following reasons.

**A. Mutual agreement of the parties**

**B. Resignation of the Superintendent.**

In the event such occurs, the salary and benefits paid to or awarded to the Superintendent shall cease immediately, automatically, and without further notice on the date thereof.

**C. Disability of the Superintendent**

In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of the Superintendent's duties. The Board may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from the Superintendent's employment for whatever cause for an additional continuous period of reasonable time as determined by the Board. All obligations of the Board shall cease upon such termination.

If a question exists concerning the capacity of the Superintendent to return to the Superintendent's duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the Superintendent's report to the issue of whether the Superintendent has a continuing disability that prohibits the Superintendent's from performing the Superintendent's duties.

#### **D. Discharge for Cause**

Discharge for cause shall constitute conduct that is seriously prejudicial to the Board, including, but not limited to, neglect of duty or breach of contract. Written notice of intent to discharge shall be delivered to the Superintendent by the President of the Board, or delivered by certified mail return receipt requested. This written notice of intent to discharge should contain a detailed list of the reasons for the intended discharge. This notice shall set a time and date for a formal discharge hearing. The Superintendent shall be entitled to a hearing before the Board to discuss such causes. The hearing shall be held within forty five (45) days of receipt of written notice of intent to discharge. If the Superintendent chooses to be accompanied by legal counsel at such hearing, the Superintendent shall bear any costs therein involved. Such hearing shall be conducted in closed, executive session unless the Superintendent requests that the hearing be held in open session. The Board's attorney shall preside at this hearing unless the Superintendent and her counsel object, in which case someone will be mutually agreed upon to preside. The Superintendent shall be provided a written decision describing the results of the hearing. Formal notice of the Board's action at the discharge hearing shall be given in writing within ten (10) days of such hearing by the Board. The Board has the right to suspend the Superintendent with pay from time of official notice until a Board hearing and a decision is rendered.

#### **E. Unilateral Termination by School Board**

The Board may, at its option, and by a minimum of ninety (90) days notice to the Superintendent, unilaterally terminate the Superintendent's contract. In the

event of such termination the Board shall pay the Superintendent all of the aggregate salary that the Superintendent would have earned under this employment contract to the official date of termination.

**F. Termination with Superintendent’s Concurrence**

The Board may propose to terminate this employment contract upon ninety (90) days written notice to the Superintendent. If the Superintendent concurs in writing with this decision, the Board shall pay the Superintendent, as severance pay, all aggregate salary that the Superintendent would have earned under this employment contract from the actual date of termination to the termination date set forth in this employment contract, but in no event shall the total amount due exceed one full year’s compensation. In the event the Superintendent accepts the settlement specified above, the requirement for a hearing of the reasons for termination in closed executive session before the Board, as provided for in Clause 11(D) above shall be waived.

**G. Death of the Superintendent**

**11. SEVERABILITY OR SAVINGS CLAUSE**

If, during the term of this contract, a specific clause of the contract is found to be illegal, invalid, or null and void for any reason, the remainder of this contract shall not be affected and shall remain in force.

**THUS DONE AND SIGNED** on the dates hereinafter assigned.

**EFFECTIVE DATE: July 1, 2023.**

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

ASCENSION PARISH SCHOOL BOARD

BY: \_\_\_\_\_

PRESIDENT

DATE: \_\_\_\_\_

\_\_\_\_\_  
Dr. Edith Walker, Superintendent

Date: \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED and KNOWN**, that at a duly called and convened meeting of the Ascension Parish School Board, with a quorum present, and by a majority vote of the members thereof present and voting, the Ascension Parish School Board did vote and agree to enter into that Agreement entitled ***EMPLOYMENT CONTRACT BETWEEN DR. EDITH WALKER and the ASCENSION PARISH SCHOOL BOARD***, attached hereto and made part hereof, subject to all conditions, obligations, and rights therein contained, adopting said Agreement as if copied herein *in extenso*.

**BE IT FURTHER RESOLVED** that the President of the Ascension Parish School Board is hereby authorized and empowered for and on behalf of the Ascension Parish School Board to execute all documents necessary to complete the Agreement.

Yeas: \_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_  
\_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

**CERTIFICATE**

I hereby certify that I am the duly acting and qualified Secretary of the Ascension Parish School Board and that the above and foregoing constitutes a true and correct copy of the Resolution duly adopted at a meeting of the Ascension Parish School held on the \_\_\_\_\_, at which meeting a quorum was present and a majority voted in favor of said Resolution and Agreement, said Resolution never having been modified or rescinded and is still in full force and effect.

\_\_\_\_\_  
Secretary, Ascension Parish School Board

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Jill Gros