EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into as of July 1, 2023, by and between Lycée Français de la Nouvelle Orleans, a Louisiana non-profit corporation, ("Employer" or "School"), and Dr. Chase McLaurin, an individual resident of Orleans Parish, Louisiana ("Superintendent/CEO").

1. Employment Term and Duties.

(a) Unless Superintendent/CEO's employment is terminated at an earlier date, this Agreement shall continue in full force and effect from the effective date entered above until June 30, 2026, subject to the provisions governing early termination of this Agreement contained herein. The Parties shall have the right to extend this Agreement by mutual written agreement for an additional period of 2 (two) years. The Parties agree to begin conversations of intent regarding continued employment prior to January 1, 2026. The Parties may also agree to further extend the term of this Agreement at any time by a written amendment hereto.

(b) Superintendent/CEO shall devote substantially all of his business time, energy and skill to performing services for the Employer, provided that Superintendent/CEO may participate in civic organizations as long as it does not interfere with his responsibilities hereunder. Superintendent/CEO shall take direction and perform all tasks that may be necessary and reasonable for the operation of the School and assigned by the School Board of Directors (the "Board").

2. Compensation and Benefits.

(a) *Salary and Performance Incentives.* Employer shall pay to Superintendent/CEO a salary at the rate of $165,000 per year payable in equal bi-weekly payments or such other payment schedule agreed to by the Parties. Additionally, the Superintendent/CEO will be eligible for two performance pay incentives that could increase his base annual pay rate:

(1) $15,000 annual salary increase if at any time during the term of this Agreement the School receives full accreditation from AEFA (Association of the French Schools in North America) for grades PK-12, with such annual salary increase to be effective as of the date on which the School receives notice of accreditation. This salary increase shall remain effective throughout the remainder of the contract term, provided that the School remains accredited at the time of Superintendent/CEO's annual performance evaluation or the Board determines during the annual performance evaluation that the annual salary increase is otherwise merited; and

(2) $15,000 annual salary increase if at any time during the term of this Agreement the School earns a Louisiana School Performance Score letter grade of A, with such annual salary increase to be effective as of the date on which the School's letter grade of A is issued. This salary increase shall remain effective throughout the remainder of the contract term, provided that the

School's letter grade remains an A at the time of Superintendent/CEO's annual performance evaluation or the Board determines during the annual performance evaluation that the annual salary increase is otherwise merited.

(b) *Enrollment in Benefits Plans.* Superintendent/CEO shall be enrolled in all benefit plans provided to employees of the School, including any health insurance, dental insurance, vision insurance, short- and long-term disability plans, retirement plans, and/or other benefit plans established and workman's compensation.

(c) *Annual Car Allowance Stipend.* Employer shall also provide Superintendent/CEO with an annual stipend of $6,000 for a car allowance paid on or before September 1 of each year during the contract term.

(d) *Annual Cost of Living Increases.* Beginning in January 2024, Superintendent/CEO shall receive annual cost of living increases of 3% in total pay, with such increases effective January 1, 2024, January 1, 2025, and January 1, 2026.

(e) *Leave, Holidays, PTO, and Vacation Time.* Superintendent/CEO shall be entitled to all forms of leave set forth in Section VI of the School's Employee Handbook. Superintendent/CEO will follow the school's holiday policy when feasible given the needs of his position and the School. Superintendent/CEO will notify the Board Chair when using any of his accrued paid time off (PTO). The Board agrees that Superintendent/CEO shall have 15 PTO days annually, 7 vacation days annually, and 12 days of sick leave. All vacation time and PTO accrued by CEO/Superintendent during the term of this Agreement does not expire if unused, and in the event that this Agreement is terminated, Employer will pay to CEO/Superintendent all of his unused vacation time and accrued PTO within the time required by Louisiana law.

(f) *Reimbursement of Business Expenses.* Well documented, customary, and reasonable business expenses associated with Superintendent/CEO's employment will be reimbursed within a reasonable period of time after Superintendent/CEO's notification of the Board Chair of such expenses. Car-related travel related expenses shall not be reimbursed under this subsection (f) as all such expenses are encompassed by the annual car allowance stipend set forth in subsection (c).

3. <u>Annual Performance Evaluation.</u>

(a) *Timing and Methodology.* The Board shall evaluate, in writing, the performance of Superintendent/CEO at least once per year during the term of this Agreement, no later than January 30 of each year. The performance evaluation methodology and instrument shall be mutually agreed upon by the Parties, and any evaluation system selected shall require the Board to speak in one voice by voting as an entire board rather than "averaging" the feedback of each member regarding each aspect of the evaluation.

(b) *Purposes of Performance Evaluation.* The performance evaluation shall be used for the following purposes: (1) to strengthen the working relationship between the Board, the School, and Superintendent/CEO; (2) to clarify for Superintendent/CEO and individual members of the Board the responsibilities that the Board relies on Superintendent/CEO to fulfill; (3) to discuss and establish goals for the ensuing year; and (4) to establish the basis for possible additional merit-based performance based increases in the annual salary rate for Superintendent/CEO.

(c) *Unsatisfactory Performance, Opportunity for Response, and Privacy of Evaluations.* In the event that the Board's consensus determines that the performance of Superintendent/CEO is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Superintendent/CEO. Superintendent/CEO shall have the right to make a written response to the evaluation. In addition, in the event that the Board determines that the performance of Superintendent/CEO is unsatisfactory, the Board may elect to place Superintendent/CEO on a formal performance improvement plan which shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance along with specific, defined goals for Superintendent/CEO's improvement to improve his performance, and a reasonable time period in which to improve his performance. The Board's evaluations, Superintendent/CEO's responses, any performance improvement plan, and related communications shall be privileged and confidential to the extent permitted by to La. R.S. 44, section 4 *et. al.* To the extent that such evaluations, responses, and/or performance improvement plans are discussed during a Board meeting, they shall be discussed in executive session consistent with the open meetings laws of the state of Louisiana.

(d) *Waiver of Formal Performance Evaluation by Mutual Agreement.* The parties shall have the right to mutually waive a formal performance evaluation in any year of the Agreement, provided, however, that Superintendent/CEO shall not be subject to discipline or termination for cause for willful and continued failure to perform his duties under this Agreement in any year when a formal performance assessment is not completed.

4. Termination of Employment.

(a) *Termination for Cause.* Employer may terminate Superintendent/CEO's employment for cause. "Cause" means (i) Superintendent/CEO's willful and continued failure to perform his duties under this Agreement; (ii) the School Board of Directors determines in good faith that Superintendent/CEO has engaged in serious, proven misconduct; (iii) Superintendent/CEO is found or pleads guilty to having committed a criminal act (other than traffic violations or misdemeanors punishable solely by the payment of monetary fines); or (iv) the School Board of Directors determines in good faith that Superintendent/CEO has materially breached his obligations under this Agreement. Employer may not terminate Superintendent/CEO's employment due to willful and continued failure to perform his duties under this Agreement unless it has first provided Superintendent/CEO with a written performance evaluation with the opportunity to respond in writing as well as placing Superintendent/CEO on a performance improvement plan and allowing him a reasonable period of time in which to improve his performance as set forth in section 3(c) of this Agreement.

(b) *Termination by Consent.* The Parties may terminate the Agreement by mutual written consent.

(c) *Based on Termination of Charter, Cease of Operations, or Termination of Business or Liquidation of Assets.* Notwithstanding anything to the contrary, the Board may terminate this Agreement by giving thirty (30) days' notice to Superintendent/CEO if any of the following events occur:

(1) The Board of Elementary and Secondary Education terminates the charter for Employer;

(2) Employer ceases to operate for more than 120 days; or

(3) Employer elects to terminate its business or liquidate its assets.

In such event, Employer shall use its best efforts to have any successor members or companies employ Superintendent/CEO in the same position with the same compensation and benefits.

(d) *Due Process*. In no event shall the Board arbitrarily or capriciously terminate this Agreement. If Employer elects to terminate this Agreement for cause, Superintendent/CEO shall have the right to appeal the termination. In the event Employer elects to terminate this Agreement for cause, Employer will provide written reasons for such termination to Superintendent/CEO and provide Superintendent/CEO with the opportunity, before the full Board, to address the charges and/or reason for termination and confront witnesses while being represented by counsel.

(e) *Termination by Superintendent/CEO.* At any time during the term of this Agreement, Superintendent/CEO may resign his employment and terminate this Contract, by giving the School 120 days' notice. In addition, the Board of Directors shall have the right by majority vote of its total membership allow Superintendent/CEO to terminate this Agreement with less than a 120-day notice period.

5. <u>Dispute Resolution</u>.

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. In the event that a resolution cannot be reached after negotiations, then a resolution shall be sought through mediation and by a mediator agreed upon by both Parties. Each party will be able to have a legal representative participate in the dispute resolution process and shall pay its own costs associated with this process.

6. <u>Indemnification</u>.

The Board agrees that it will defend, hold harmless and indemnify Superintendent/CEO from any and all demands, claims, suits, actions and legal proceedings brought against

Superintendent/CEO in his individual capacity or in her official capacity as an agent and employee of the Board and/or the School, and shall provide a legal defense to Superintendent/CEO in connection with any such demands, claims, suits, actions and legal proceedings, provided that the incident which is the subject matter of the demand, claim, suit, action, or legal proceeding arises while Superintendent/CEO was acting within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law.

7. <u>Miscellaneous.</u>

(a) *Binding on Successors or Assigns of School.* This Agreement will be binding upon the School and any successors or assigns.

(b) *Applicable Law.* This Agreement will be governed by and interpreted in accordance with the laws of the State of Louisiana.

(c) *Headings.* Descriptive headings in this Agreement are for convenience only and shall not affect the construction of the Agreement.

(d) *Entire Agreement*. This Agreement supersedes all prior agreements between the Parties concerning the subject matter hereof, and this Agreement constitutes the entire agreement between the parties with respect hereto. This Agreement may be modified only by a written instrument duly executed by each of the Parties. This Agreement has not been executed in reliance on any representation or promise except those contained herein. No waiver by any party or any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.

(e) *Counterparts*. This Agreement may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties, notwithstanding that all of the parties may not have executed the same counterpart.

(f) *Waiver*. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action or compliance with any representation, warranty, covenant, or agreement contained herein, therein, and in any documents delivered in connection herewith or therewith. Similarly, the failure of any party to enforce any of its rights under this Agreement shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver which has been signed by the waiving party, and in the case of the School, expressly approved by the Board. The waiver by any party hereto of any one breach of any provision contained in this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach.

(g) *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid, or unenforceable for any reason whatsoever, the remaining terms and provisions of this Agreement shall remain unaffected thereby.

(h) *Notices.* Any notice to be given by Superintendent/CEO as required by this Agreement shall be sent to the current Chair of the Board of Directors by both electronic email certified mail, Federal Express, or similar means of delivery to 1601 Leonidas St., New Orleans, Louisiana 70118, with a copy to counsel for the Board of Directors, Dana Henry, by electronic mail to dhenry@slh-law.com, and notice from the School to CEO shall be sent by electronic mail to [redacted] and by certified mail, Federal Express, or similar means of delivery to the address provided by CEO on his IRS Form W-4. Either party may change the email address and/or mailing address to which notices are to be sent by informing the other party in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the ___ day of _______________, 2023.

____
Lycée Français de la Nouvelle Orleans
(Chair, Board of Directors)

____
Date

____
Dr. Chase McLaurin, Superintendent/CEO

____
Date