

SAMPLE SUPERINTENDENT CONTRACT

State of Georgia

County of _____

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, _____, by and between _____ School District, a political subdivision of the State of Georgia, hereinafter referred to as "School District", and _____ of _____ of _____ County, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the parties desire to enter into a Contract whereby Employee will be employed by School District as Superintendent of School District, pursuant to law;

NOW, THEREFORE, in consideration of the premises stated, the mutual promises hereinafter expressed, and other good and valuable consideration, receipt of which is hereby acknowledge, it is hereby agreed as follow:

(1) **EMPLOYMENT: TERMS.** School District hereby employs, and Employee hereby accepts employment, as Superintendent of Schools of School District, pursuant to O.C.G.A. §20-2-101 et seq. Employment will become effective as of _____, _____ and shall terminate, unless renewed, on _____, _____.

(2) **COMPENSATION.**

(a) **Salary.** Employee shall receive as compensation for his/her services, a base salary of \$ _____ per year, payable in twelve (12) equal monthly installments, on or before the first of each for the prior month. Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement, approved by the Board of Education and agreed to by both parties.

(b) **Life Insurance.** School district shall provide to Employee a life insurance policy in the amount of his annual salary, as adjusted from time to time, and the School District shall pay the premiums for the life insurance policy.

(c) **Medical and Hospital Insurance.** School District shall provide to Employee, family health insurance coverage comparable to that generally available and pay the premiums for such insurance coverage. **[Note: The School district may choose to provide the Superintendent the same coverage that is available to other administrative staff.]**

(d) **Vacation and Sick Leave.** Employee shall receive the following additional benefits, which may be utilized on an annual basis in the same manner as other employees:

(i) **Holidays.** Twelve (12) paid holidays.

(ii) **Vacation Leave.** Vacation leave and pay in the amount of fifteen (15) per year, effective as of the date of beginning work. The leave will carry over beyond the year in which it accrues. Maximum accrual will be forty-five (45) days.

(iii) **Sick Leave.** Sick leave, to accrue at the rate of twelve (12) days

per year, which may carry over from year to year, credited in advance each year on the anniversary date of employment.²

(3) **DISMISSAL OR DISCHARGE.** (a) Sanction: Grounds.

Employee shall be subject to dismissal or suspension by the Board of Education of School District for any of the following:

- (1) Incompetency
- (2) Insubordination
- (3) Willful neglect of duties
- (4) Immorality
- (5) Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education
- (6) Employee fails to secure and maintain necessary educational training;
- (7) Employee fails to comply fully with any warranty set forth in Section 10 hereof, infra.;
- (8) Any representation made in Employee's Application for Employment or as set forth in Section 10 hereof, supra, is false or incorrect;
- (9) Failure of employee to obtain, earn, receive, possess, acquire, and maintain in full force all professional certificates and other educational requirements and endorsements required by law, the Board of Education of School District, the Professional Standards Commission, or the State Board of Education no existing or as may reasonably be required hereafter;
- (10) Inability of Employee to be bonded; or
- (11) Any other good and sufficient cause.

(4) **RETIREMENT BENEFITS – IF ANY, DESCRIBE HERE- ANNUITY, ETC:**

(5) **MOVING ALLOWANCE.** School District shall pay a one-time moving allowance on behalf of Employee in the Amount of \$ _____, upon Employee's moving to _____ County, Georgia.

(6) **VEHICLE.** Employee will use a vehicle provided by School District, and on _____, _____ the Board of Education shall reevaluate Employee, and its financial condition, and may make a change relative to a vehicle. Said vehicle shall be used for school business and reasonable personal purposes the scope of which the Board of Education may change, modify, and redefine from time to time. (Or provide for payment of expenses for Superintendent's own car.)

(7) **PROFESSIONAL DEVELOPMENT.** School District agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the School district. The Board of Education of District shall, from time to time, fix and define limits on the benefits set forth in this paragraph and the next paragraph hereafter.

(8) **TRAVEL ALLOWANCES.** School District shall budget and pay for the travel and subsistence expenses for Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the School District.

School District also agrees to budget and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his/her professional development and for the good of the School District.

(9) **DUTIES; FULL TIME.** Employee shall be the Chief Executive Officer of School district with all duties and responsibilities define by State law, **O.C.G.A.** § Title 20, et seq., as amended from time to time; the Regulations of the State Board of Education, as amended from time to time; the job description of the Superintendent now in effect for the School District and as may be revised from time to time by the Board of Education; Federal Law and Regulations, as revised, amended and supplemented from time to time; and such other reasonable duties not included in the foregoing and as may be required by the Board of Education of School District from time to time. Employee hereunder and shall not engage in any other employment of business; but Employee may participate in professional organizations for educators and hold office in such organizations and fulfill the duties incident thereupon, so long as such activities do not unduly interfere with the performance of employee's duties hereunder.

(10) **WARRANTIES AND REPRESENTATIVES OF EMPLOYEE.** Employee warrants and represents as follows:

(a) That he/she is duly licensed and qualified to serve as Superintendent of School District at the time of making applications for the position, at the time of assuming the position, and that he/she will obtain all additional certificates, endorsements, qualifications, and additional training and other requirements as may be required by law or the Rules of The Professional Standards Commission, the State Board of Education, and by the School District.

(b) That Employee possesses all additional degrees, qualifications, certificates and other requirements as may have been required by School District at the time of employment, as set forth in Exhibit A attached hereto.

(c) That all information set forth in the Application for Employment presented to the School district by Employee was then and is now true and correct in every way and if any of said information ever ceases to be true, Employee will advised the Board of Education thereof immediately.

(d) That Employee has never been convicted of any offense involving felony or any other offense involving moral turpitude under the laws of any state of the United States, or any Foreign County, including any first offender or nolo contendere dispositions.

(e) That Employee has never suffered revocation of any educational professional license or certificate, nor voluntarily surrendered same where charges or potentials charges were pending or imminent.

(11) **EVALUATION.** The Board of Education of School District shall annually evaluate Employee as required or authorized by law, but the failure of board to prepare or implement any professional development or other remedial plan, or to first give notice of any deficiency to Employee, shall not be a defense to any disciplinary or other action involving termination or suspension of Employee's contract.

(12) **ROLL-OVER CONTRACTS.** No roll-over contracts shall be entered into between Employee and the School District, but anew contract may be entered into during the last twelve (12) months of the initial term hereunder or of any renewal term, the specific amount to be approved by the board of education.

(13) **BOND** . As required by law, Employee shall give bond with good corporate surety in the of _____, to be approved by the Board of Education, and the cost thereof shall be paid by the School district.

(14) **NOTICE OF RESIGNATION**. Employee shall give School District at least sixty (60) days' notice prior to his resignation or abandonment of his employment, but nothing herein shall be anticipated as consent to such abandonment or resignation.

(15) **NO TENURE; DISMISSAL AND SUSPENSION**.

(a) **Tenure**. The position of Superintendent is not subject to any tenure, civil service or other system of employment arrangement whereby a Superintendent by serving a term or any part thereof under one or more contracts acquires any right to continued employment beyond a current contract term, and no member of the Board of Education nor any official of the School district has any authority to offer or confer such rights or to represent the availability thereof.

(b) **Procedures**. Before dismissal or termination of contract or suspension for any period of time, Employee shall be given a written statement of charges in sufficient detail to enable employee to determine the nature of the grounds for dismissal or suspension action. Employee shall be required to file written response thereto within seven (7) days, setting forth the contentions of Employee, and stating distinctly any special defenses. Either party may request a pre-hearing conference for the purpose of simplifying issues and making arrangements for an exchange of witness names and documents and other determinative evidence. Hearing will be held before a disinterested, impartial tribunal of three (3) educators selected the Board of Education. The tribunal or State Bar member, as the case may be, shall be required to respond to written questions at least five (5) days before the hearing touching on his, her or their impartiality, and relationships to the Board of Education or its attorney.

(c) **Hearing**. The hearing shall be held at a convenient place having facilities suitable for such hearings and for attendance by members of the public, after at least five (5) days notice of the time and place.

(d) **Suspension with Pay: Settlement**. Notwithstanding anything else herein to the contrary, the Board of Education may suspend Employee with pay pending hearing, but if any delay in the hearing is caused by Employee whether due to lack of preparation, sickness, or otherwise, Employee shall not be paid for such period of delay. While the Board of Education is under no duty to do so, it may also buy Employee's contract for the full value of its term, or for such part thereof as the parties may agree upon. In any case where the Board buys the contract for the full value of the term, it shall only be required to pay the monthly salary as it accrues, will not be required to pay items 2(b), (d), (e), (7), (8) and (9) hereof, and it shall be the duty of Employee to diligently seek and try to obtain such other professional employment or equal or greater compensation as that provided hereunder, and the failure to do so shall entitle School district to a termination or reduction in such payments.

(16) **INTERPRETATION**. This Contract shall be interpreted in accordance with the laws of Georgia.

IN WITNESS WHEREOF, this Contract has been executed on behalf of School District by its duly authorized officials, and its official seal attached here to, and Employee has hereunto set his hand and seal on the date and in the year first-above mentioned.

_____ SCHOOL DISTRICT

By: _____
CHAIR
BOARD OF EDUCATION
_____ SCHOOL DISTRICT

ATTEST: _____

Signed, sealed and delivered
in the presence of:

Notary Public

_____ County, Georgia

My Commission Expires: _____

(Seal)

EMPLOYEE

Signed, sealed and delivered
in the presence of:

Notary Public

_____ County, Georgia

My Commission Expires: _____

(seal)

NOTE: In negotiating a salary, it is recommended that fringe benefits should be agreed upon first, then salary; or else the School district should negotiate a total dollar package to include all fringe benefits, and reduce the cost of these from the total overall amount agreed upon with the remainder being the salary.