

CONTRACT OF EMPLOYMENT

(This model is intended to be adapted for actual use)

This employment contract is made and entered into this _____ day of _____, 19____ by _____ and _____ between THE _____ BOARD OF EDUCATION, _____ County, Georgia (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Superintendent") pursuant to the authority of Georgia law.

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the _____ School District (hereinafter referred to as the "District"), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted the Board's offer of employment on the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Offer of Employment

The Board, pursuant to *Code Section 20-2-101* of Georgia Law, and in accordance with a resolution duly adopted at a meeting held on _____ hereby offers to employ _____ as the superintendent of schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of (his) (her) ability, the duties of such position.

3. Term of Employment

(a) The Superintendent's initial term of employment shall be for a period of _____ () years, commencing on _____ and terminating on _____, unless further extended or sooner terminated as hereinafter provided (Employment period may be for not less than one year and not more than three years [*Ga. Code Annotated 20-2-101(a)*]).

- (b) No later than _____ in each year of this Agreement, or any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one-year period. Upon the Board's failure or refusal to so move, second, consider and vote upon such an extension within the time provided herein, the then unexpired term of this Agreement shall be automatically extended by an additional one (1) year period. The requirements of this paragraph 3(b) may be waived by the Superintendent upon written notice to the Board.
- (c) Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

4. Superintendent's Duties and Responsibilities

- (a) The Superintendent shall be the chief administrative officer of the District and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a superintendent of schools under provisions of Georgia Law and State Board of Education Rules. These duties shall include but not be limited to the following:
- (i) have charge of the administration of the District under the direction of the Board;
 - (ii) implement all policies of the Board, all policies and regulations of the State Board of Education and State Department of Education and all state and federal laws relevant to education and the operation of the District;
 - (iii) serve as secretary of the Board and attend and participate in all meetings of the Board providing administrative recommendations on each item of business brought before the Board;

- (iv) assume responsibility for the overall financial planning of the District, for the preparation of the annual budget, and for submitting the budget to the Board for review and approval;
 - (v) recommend all employees for employment and assignment by the Board and supervise, direct, and control all employees of the Board;
 - (vi) act as a liaison between the District and the State School Superintendent and between the District and the community and assume responsibility for a program of public relations and for creating and maintaining a wholesome and cooperative working relationship between the schools and the community;
 - (vii) require such reports as (he) (she) may deem necessary from principals, supervisors, teachers, or other employees and furnish to the State School Superintendent all reports and information which may be required from time to time;
 - (viii) stay abreast of educational trends and developments by reading widely, visiting other districts, and participating in appropriate professional organizations at both the state and national levels.
- (b) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that the Board shall not, without the Superintendent's written consent, adopt any policy, by-law, or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of superintendent of schools in the State of Georgia. This provision shall continue in full force and effect during any period of suspension.

5. Board Referral

The Board, individually and collectively, shall promptly and discretely refer to the superintendent, in writing, for (his) (her) study and recommendation, any and all criticisms, complaints,

suggestions, communications or comments regarding the administration of the district or the superintendent's performance of (his) (her) duties.

6. Certification

The Superintendent shall possess a valid certificate or permit to act as a superintendent of schools in the State of Georgia during the term of (his) (her) employment with the District.

7. Compensation

(a) The Superintendent's base salary for the twelve-month period from _____ to _____ shall be at the rate of _____ dollars (\$_____) per year, paid in equal installments in accordance with the rules of the Board governing salary payments to other District administrative employees.

(b) The Superintendent's compensation for each subsequent twelve-month period of employment shall be determined by the Board no later than _____ in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.

(c) Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new Agreement, unless expressly stated in writing and signed by both parties hereto.

8. Performance Evaluation

The Board shall devote at least a portion of one meeting during the month of _____ in each year of the Superintendent's employment by the District to an evaluation in executive session of (his) (her) performance and working relationship with the Board. The evaluation shall be based upon performance criteria mutually agreed upon by the parties, and shall be reduced

to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation at least (10) days prior to the executive session of the Board scheduled to discuss such evaluation. The performance evaluation shall be kept confidential by the Board members.

9. Other Benefits

In addition to annual compensation specified in paragraph 7 of this Agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves; health, dental, disability, life and other forms of insurance protections; personal leaves; retirement programs; tax sheltered annuities; and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees.

10. Vacation Leave

The Superintendent shall be credited with _____ days vacation leave upon commencement of employment with the District. The Superintendent shall be credited with an additional _____ days of vacation leave upon completion of each year of employment with the District.

The Superintendent shall be entitled to accumulate up to a maximum of _____ days unused vacation leave during the period of (his) (her) employment with the District. Such accumulated vacation leave shall be carried over and may be used during any subsequent year of employment. In the event the Superintendent has unused accumulated leave at the time (his) (her) employment with the District terminates, (he) (she) shall be paid at the rate of 1/240th of (his) (her) then current annual salary for each day of unused accumulated vacation leave.

11. Sick Leave

The Superintendent shall be credited with _____ days of sick leave upon commencement of employment with the District. The Superintendent shall be credited with an additional _____ days of sick leave, upon completion of each year of employment with the District. The Superintendent shall be entitled to accumulate unused sick leave during the period of (his) (her) employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment. In the event the Superintendent has unused accumulated sick leave at the time (his) (her) employment with the District terminates, (he) (she) shall be paid at the rate of 1/240th of (his) (her) then current salary for each day of unused accumulated sick leave up to a maximum of _____ days.

12. Expense Reimbursement

The Superintendent is authorized to incur reasonable expenses in the discharge of duties, including but not limited to expenses for travel and lodging; professional association dues and fees, including membership in the Georgia School Superintendents Association and the American Association of School Administrators; attendance at professional conferences and meetings on national, state, and local levels; and similar items related to (his) (her) employment. The Board

will pay or reimburse the Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures. Such expenditures shall be in compliance with State regulatory limits, and funds for such expenses shall have previously been budgeted for general expenses of the Superintendent by the Board.

13. Transportation

The Superintendent shall be provided with a District-owned or District-leased late model automobile for (his) (her) business and personal use during the initial term or any extension of this agreement. The Superintendent's expenses for gasoline, insurance, maintenance and repairs in connection with the operation of said vehicle shall be paid by the District.

14. Indemnification

The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of (his) (her) employment or at the direction of the Board.

15. Other Work

The Superintendent shall devote (his) (her) full time, skill, labor and attention to the discharge of (his) (her) duties during the term of this Agreement; provided, however, that (he) (she) may undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations, and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

16. Disability

If the Superintendent is unable to render the services required of (him) (her) hereunder by reason of sickness or other disability for a period of time extending beyond the Superintendent's sick leave entitlement (as the same may then exist or may be extended by the Board) then, in that event, the Board shall grant the Superintendent an extended leave for an additional _____ months at full pay. Upon expiration of _____ months from the Superintendent's exhaustion of (his) (her) sick leave entitlement, at the option of the Board and upon written notice to the Superintendent, the Board may grant a further leave, with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Superintendent for and including the month to which such extended leave has been granted.

17. Annual Medical Examination

The Superintendent agrees to have a comprehensive medical examination performed once during each twelve month period of employment by a duly licensed physician of (his) (her) choice and to file a statement from the examining physician certifying as to the Superintendent's physical competency with the Board to be placed in the Superintendent's personnel file. Such statement will be treated as confidential information. The cost of such annual medical examination shall be paid by the Board.

18. Termination

This Agreement may be terminated by written agreement between the Board and the Superintendent, or by the resignation of the Superintendent submitted in writing to the Board. This Agreement may also be terminated, and the Superintendent may be removed during the term hereof, upon occurrence of either of the following events:

- (a) The Superintendent shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of _____ consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement, or beyond the period of any extended leave granted by the Board as authorized in paragraph "16" hereof; or
- (b) The Board establishes that there is just cause for the dismissal of the Superintendent in accordance with the procedures set forth immediately below.

The Board may unilaterally suspend the Superintendent from (his) (her) duties or terminate this Agreement only for the reasons set forth in the Fair Dismissal Act of Georgia contained in *Official Code of Georgia Annotated 20-2-940(a)*. Any proceedings to suspend or terminate this Agreement without the agreement of the Superintendent, shall be governed by the procedures set forth in *Official Code of Georgia Annotated 20-2-940(a)* and following. If the Superintendent should resign or is otherwise terminated, (he) (she) will be paid for all accumulated vacation and sick leave time not used by the Superintendent at the date of (his) (her) termination.

Criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with provisions of paragraph "5" of this Agreement shall not be admissible in a termination proceeding against the Superintendent.

If charges against the Superintendent are not sustained at a termination proceeding or after any appeal therefrom, the Board shall reimburse the Superintendent for the actual and

necessary attorneys' fees and disbursements incurred by the Superintendent in the proceeding.

19. Written Agreement

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified, or extended in accordance with the provisions of paragraph "3" hereof or by an agreement in writing between the parties.

20. Survival

- (a) If the District is dissolved, annexed to, merged or consolidated with one or more school districts, the Board agrees to make every reasonable effort to ensure that the Superintendent is appointed to the position of Superintendent of the merged district. If this is not possible, then the Board shall make every reasonable effort to ensure that the Superintendent is appointed to a position in the merged district which is consistent with the Superintendent's education, background, experience, certification, and former status and is acceptable to the Superintendent. In either case, the Superintendent shall be entitled to receive salary, benefits, and rights provided for under this Agreement for the balance of the unexpired term hereof.
- (b) If the Superintendent is not appointed to the position of Superintendent or a comparable position in the merged district, or if the Superintendent declines to accept such appointment, then the Board shall continue to pay the Superintendent all salary and benefits provided for under this Agreement, until the end of the term of this Agreement. If the merged district fails to pay said salary and benefits, such cost shall be a debt of the District, and the District shall continue in existence as provided by law for the purpose of paying such debt. Alternative severance arrangements may be entered into upon the written agreement of the Superintendent and the Board.

21. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION

SUPERINTENDENT

By: _____

Date Signed

(Chair)

This document is intended as a sample only. It is not the intent of the Georgia School Superintendents Association that this document be adopted in its entirety without further review. Individual school districts and administrators may wish to add or delete paragraphs as deemed necessary or pursuant to negotiations. As with any legal document, individuals and local school districts should consult with private legal counsel for advice prior to entering into an employment contract.