

STATE OF GEORGIA

COUNTY OF **CARROLL**

**CONTRACT OF EMPLOYMENT**

**SUPERINTENDENT OF SCHOOLS**

This employment contract is effective this 1st day of July 2004 between the **CARROLL COUNTY BOARD OF EDUCATION** [hereafter referred to as "board"] and **John F. Zauner** [hereafter referred to as "superintendent"] pursuant to the authority of Article VIII, Section V, Paragraph III of the Constitution of Georgia and Official Code of Georgia Annotated § 20-2-101, as amended.

In consideration of the mutual promises contained herein, the board has employed the superintendent and the superintendent has accepted employment as Superintendent of Schools of the **CARROLL** County School System pursuant to the following terms and conditions:

1. Term. The superintendent shall serve a three-year term beginning on July 01, 2004 and ending June 30, 2007.

2. Duties. The superintendent shall perform all of the duties of the Superintendent of Schools of the **CARROLL** County School System as defined by Georgia law presently in effect or as may become in effect during the term of this agreement, and in addition, shall perform the following duties:

(a) The superintendent shall have charge of the administration of the school system and shall implement all policies of the board, all rules and regulations of the State Board of Education and Georgia Department of Education and all state and federal laws relevant to education and the operation of the school system.

(b) The superintendent shall be the executive officer and secretary of the board and shall attend and participate in all meetings of the board providing administrative recommendations on

each item of business brought before the board, except when his own employment, performance, or salary are under consideration.

(c) The superintendent shall assume responsibility for the overall financial planning of the school system, for the preparation of the annual budget and for submitting the budget to the board for review and approval.

(d) The superintendent shall recommend all employees for employment and assignment by the board and shall supervise, direct and control all employees of the board.

(e) The superintendent shall act as a liaison between the school system and the community and shall be responsible for public relations and for creating and maintaining a wholesome and cooperative working relationship between the schools and the community.

(f) The superintendent shall require such reports as deemed necessary from principals, supervisors, teachers or other employees and shall furnish to the state school superintendent all reports and information which may be required.

(g) The superintendent shall stay abreast of educational trends and developments by reading widely, visiting other systems and participating in appropriate professional organizations, both state and national organizations such as GSSA and AASA.

3. Warranties and Representations of Superintendent. The Superintendent warrants and represents as follows:

(a) That he is duly licensed and qualified to serve as the superintendent of the ~~Carroll~~ County School System and that he will obtain all additional certificates, endorsements, qualifications and additional training and the other requirements as may be required by law or the Rule of the Professional Standards Commission, the State Board of Education and by the Board.

(b) 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 Country, including any first offender or nolo contendere dispositions.

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

4. Compensation. The superintendent shall be paid an annual salary of \$125,000 in equal monthly installments. The superintendent shall receive an annual percentage increase in his salary equal to any percentage increase received by other certificated employees in the ~~Carroll~~ Carroll County School System. In the event the superintendent meets or exceeds the goals set by him and the board of education at or near the beginning of each July, then he will receive an amount to be negotiated between the superintendent and the board, to be paid in a manner designated by the board over the remainder of the fiscal year, and designated as merit compensation. The Superintendent will receive an amount to be determined by the Board of no less than 3% and no greater than 10% of the annual salary. In the event the superintendent's performance is unsatisfactory pursuant to that evaluation he shall not receive any merit compensation. If there is not annual percentage increase for certified employees, the superintendent shall not be entitled to merit compensation.

5. Transportation. The board shall pay to the superintendent the amount of \$750 per month to defray automobile expenses incurred in connection with travel associated with business of the school district. In addition, the board shall directly pay on behalf of or reimburse the superintendent for any and all out-of-pocket expenses for travel expenses such as lodging and meals while traveling in connection with his duties as superintendent.

6. Professional Association Expenses. The board will pay dues for membership in Georgia School Superintendents Association (GSSA); American Association of School Administrators (AASA); and the Georgia Association of Educational Leaders (GAEL) and in local service organizations or service clubs of which the superintendent may become a member by directly paying to such associations, service organizations or civic clubs. The board believes that membership in such organizations benefits the school system and are necessary and incidental to superintendent's performance.

7. Goals and Objectives. No later than May 1 of each year the Superintendent shall present to the Board a set of proposed goals and objectives for the next school year. Such goals shall include having an assessment by direct reports or other appropriate reporting format and responding to such assessment. Any such assessment shall be for the purposes of professional development only and not or use in evaluating the performance of the Superintendent. During the month of July of each year or such other time designated by the Board, the Board and the Superintendent shall meet to finalize short and long-term goals for the School System. It shall be the responsibility of the Superintendent to make arrangements for such meetings.

8. Evaluation.

(a) The board will evaluate and assess in writing the superintendent's performance prior to the end of each fiscal year based on the goals set by the superintendent and the board as soon as possible after July 1 of each year.

(b) The evaluation shall be conducted pursuant to the requirements of the Official Code of Georgia Annotated § 20-2-210, using the superintendent evaluation instrument prepared as the model by the State Department of Education, unless the board and superintendent jointly agree to use some other evaluation instrument.

(c) In the event the board determines the superintendent's performance unsatisfactory in any respect or that he needs improvement in any area of his duties and responsibilities the board will provide those items in writing and include any recommendations or directives on how this should be done. The evaluation will be delivered to him and he will have the right to write a response to the evaluation to be included in the superintendent's personnel file.

9. Annual Leave. The superintendent shall transfer, earn and accumulate sick leave and annual leave as other twelve month administrators are entitled in this system. The superintendent will be entitled to any and all holidays designated by the board for central office personnel.

10. Insurance and retirement. The board shall pay on behalf of the superintendent any and all insurance and retirement benefits paid on behalf of other twelve month certificated employees. The board shall further pay on behalf of the superintendent 10% of gross salary toward a tax sheltered annuity to be designated by the superintendent.

11. Renewal and Termination. This contract may be renewed, extended or renegotiated at any time by mutual agreement of the parties as long as the terms and conditions of the new contract are always in compliance with existing state law. On or before June 30, 2006 and following completion of the annual evaluation for that year required by paragraph 7 above, the board shall determine whether it wishes to enter into a new contract with the superintendent or not. The board shall inform the superintendent no later than twelve months prior to the termination date of this contract of its intent to either seek to renegotiate a contract with the superintendent for an additional term or of its intent not to renew this contract. So that no less than 12 months remaining on the term of the contract at the time the Superintendent receives such notification.

This employment contract may be terminated by:

- (A). Mutual agreement of the parties.
- (B). Retirement of the Superintendent.
- (C). Disability of the Superintendent.

The Board may terminate this contract by written notice to ~~John F. Zauner~~ at any time after he has been disabled by illness or incapacity for a period of ninety (90) consecutive calendar days. If a question exists concerning the capacity of ~~John F. Zauner~~ to return to his duties, the Board may require him to submit to a medical examination to be performed by a licensed physician. The Board shall assume the cost of such medical examination. Upon such termination, the Board shall pay to the Superintendent the accrued salary and benefits through the date of the notice plus six months pay and benefits.

- (D). Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to, incompetency, insubordination, willful neglect of duties, immorality, inciting, encouraging or counseling students to violate any valid state or federal law, municipal order or policy or rule of the local Board of Education, failure to secure and maintain necessary education training, committing any criminal act and for serious violations of Board Policy. Any proceedings to suspend or terminate this Contract without the agreement of the Superintendent shall be governed set forth by official code of Georgia annotated 20-2-940 (a). A tribunal, as defined therein, shall be impaneled to hear the case. The failure of board to prepare or implement any professional development or other remedial plan, or to first give notice of any deficiency

to the Superintendent, shall not be a defense to any disciplinary or other action involving termination or suspension of the Superintendent's contract.

(E). Death of the Superintendent.

In the event of the death of the Superintendent during the life of this contract, (i) all future obligations of the Board shall cease, (ii) the Board shall pay to this estate the accrued salary and benefits through the date of death, the vacation pay to which he would have been entitled plus one month's pay and benefits.

(F). Non-Renewal.

The board shall inform the superintendent no later than twelve months prior to the termination date of this contract of its intent to either seek to renegotiate a contract with the superintendent for an additional term or of its intent not to renew this contract.

(G). Buyout.

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 mutually agreed between the parties. 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 (7) and (8) hereof.

12. Separability. If, during the term of this contract, any specific clause of the contract is found to be illegal or unenforceable pursuant to state or federal law, the remainder of the contract shall remain in full force and effect.

13. Professional Liability. The Board agrees to defend, indemnify, and hold harmless the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official or individual capacity while acting within the scope of his employment, excluding criminal charges or a criminal action.