

CONTRACT OF EMPLOYMENT

between *LULA MAE PERRY*

and the

*PICKENS COUNTY BOARD OF EDUCATION*

PICKENS COUNTY, GEORGIA

This Employment Contract is made and entered into this 9<sup>th</sup> day of January, 2014, by and between the PICKENS COUNTY BOARD OF EDUCATION and LULA MAE PERRY, hereinafter SUPERINTENDENT.

WHEREAS, the PICKENS COUNTY BOARD OF EDUCATION desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which the PICKENS COUNTY BOARD OF EDUCATION believes generally improves the quality of its overall educational program; and,

WHEREAS, the PICKENS COUNTY BOARD OF EDUCATION and SUPERINTENDENT believe that a written employment contract is necessary to describe 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 education program of the schools;

NOW THEREFORE, the PICKENS COUNTY BOARD OF EDUCATION and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM. The PICKENS COUNTY BOARD OF EDUCATION, in consideration of the promises of SUPERINTENDENT herein contained, hereby employs and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2014, and ending June 30, 2017.

The PICKENS COUNTY BOARD OF EDUCATION may by specific action and with consent of SUPERINTENDENT extend the termination date of the existing contract to the full extent permitted by state law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.
  - A. CERTIFICATION. SUPERINTENDENT shall continue to hold a valid certificate required to fill the office of superintendent issued by the STATE OF GEORGIA BOARD OF EDUCATION.
  - B. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the PICKENS COUNTY PUBLIC SCHOOL SYSTEM subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the operation of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. However, any and all official directing of the Superintendent's actions by the Board as a whole shall be reflected in the minutes of the Board meeting in which said direction is given. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as ex officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.
3. PROFESSIONAL GROWTH OF SUPERINTENDENT. The PICKENS COUNTY BOARD OF EDUCATION encourages the continuing professional growth of SUPERINTENDENT through her participation as she might decide in light of her responsibilities as Superintendent, in:
  - A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
  - B. Seminars and courses offered by public or private educational institutions;
  - C. Informational meetings with employees of the State Department of Education which would serve to improve the capacity of SUPERINTENDENT to perform her professional responsibilities
  - D. The presentation, development, and execution of professional writings, consultant work, speaking engagements, and other professional work, with or without remuneration, as long as said activities do not interfere with the full and faithful discharge of the duties and responsibilities described

herein. SUPERINTENDENT shall give prior notice of these activities to the PICKENS COUNTY BOARD OF EDUCATION.

In its encouragement, the PICKENS COUNTY BOARD OF EDUCATION shall permit a reasonable amount of release time for SUPERINTENDENT, as it deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses in accordance with the travel regulations adopted by the PICKENS COUNTY BOARD OF EDUCATION.

4. COMPENSATION. The PICKENS COUNTY BOARD OF EDUCATION shall pay SUPERINTENDENT an annual salary at the rate of ONE HUNDRED NINETY FIVE THOUSAND dollars and no/100 (\$195,000.00). This salary rate shall be paid to SUPERINTENDENT in monthly installments of one-twelfth of the annual salary rate of each month for her services rendered during the preceding month. Said payment shall be made on the date that other twelve month employees are paid. For purposes of prorating salary, the daily rate of pay is determined by dividing the salary by 240 days. It is expressly understood by the parties that SUPERINTENDENT shall be considered a forty-nine percent (49%) employee as that employment category is defined by the Teachers' Retirement System (TRS). Therefore, SUPERINTENDENT shall only be paid at the annual rate of \$195,000.00 for the months of July, August, and September. For months of employment subsequent to September, SUPERINTENDENT shall be paid 49% of \$195,000.00, or SEVENTY ONE THOUSAND SIX HUNDRED SIXTY TWO dollars and 50/100 (\$71,662.50). Therefore, the total salary paid to SUPERINTENDENT over a twelve month period will be ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED TWELVE dollars and 50/100 (\$120,412.50).
  - A. The PICKENS COUNTY BOARD OF EDUCATION shall pay one hundred percent (100%) membership charges to Professional Associations, Pickens County Chamber of Commerce, and local civic clubs as determined by the PICKENS COUNTY BOARD OF EDUCATION.
  - B. The PICKENS COUNTY BOARD OF EDUCATION shall add to the above reference salary the employee's share of the vision and dental insurance premiums required for family coverage on the insurance plan offered to other twelve month employees. When multiple insurance plans are offered by the PICKENS COUNTY BOARD OF EDUCATION, the premium paid shall be for the plan selected by the majority of other twelve month employees. SUPERINTENDENT shall be responsible for the payment of any other health insurance premium costs.
  - C. SUPERINTENDENT shall receive ten days of annual vacation leave upon commencement of employment with the PICKENS COUNTY BOARD OF EDUCATION. Unused vacation days may NOT be accumulated or carried over to the next year. SUPERINTENDENT must notify the PICKENS COUNTY BOARD OF EDUCATION at least ten (10) days in advance of

taking any vacation leave. Upon termination of this contract, SUPERINTENDENT shall be compensated for any unused vacation days at the daily rate of pay received at said termination.

- D. SUPERINTENDENT shall receive fifteen days of sick leave upon commencement of employment with the PICKENS COUNTY BOARD OF EDUCATION. Unused sick days may be accumulated or carried over to the next year. Upon termination of this contract, SUPERINTENDENT shall be compensated for any unused sick days at the daily rate of pay received at said termination.
  - E. PICKENS COUNTY BOARD OF EDUCATION shall provide a cell phone for use by SUPERINTENDENT. It is expressly understood by the parties that SUPERINTENDENT shall be allowed to conduct personal phone calls on said cell phone.
  - F. PICKENS COUNTY BOARD OF EDUCATION shall maintain a life insurance policy on SUPERINTENDENT in the amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00); the beneficiary to be named by SUPERINTENDENT.
5. AUTOMOBILE ENTITLEMENT. In light of the unique nature of the professional duties of Superintendent of Schools, the PICKENS COUNTY BOARD OF EDUCATION shall provide SUPERINTENDENT with an automobile for her personal and professional use within and without the confines of Pickens County and for her professional use for any school related functions outside of Pickens County which shall include athletic contests and other school competitions. This automobile shall be fully maintained by the PICKENS COUNTY BOARD OF EDUCATION including but not limited to keeping the automobile in safe, usable condition, and providing all expenses incidental to an automobile usage. It is expressly understood by the parties that SUPERINTENDENT shall be allowed to drive said vehicle to and from her home and place of employment during days that she is performing the duties described herein.
6. RESIDENCY. During the term of her employment, SUPERINTENDENT shall be required to maintain her residency within Pickens County. The PICKENS COUNTY BOARD OF EDUCATION shall provide a monthly housing allowance of ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$1,750.00) to be used for this purpose during the term of this contract.
7. PROFESSIONAL LIABILITY. The PICKENS COUNTY BOARD OF EDUCATION agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT as agent and employee of the PICKENS COUNTY BOARD OF EDUCATION, regardless if SUPERINTENDENT is currently employed by the PICKENS COUNTY BOARD

OF EDUCATION, retired, or terminated from the school district, provided the incident arose while SUPERINTENDENT was acting within the scope of her employment with the school system. However, individual board members shall not be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

8. GOALS AND OBJECTIVES. On or prior to My 1<sup>st</sup> of each succeeding school year, the PICKENS COUNTY BOARD OF EDUCATION and SUPERINTENDENT shall meet to establish system goals and objectives for the ensuing year. Said goals and objectives shall be reduced to writing no later than August 1<sup>st</sup> and be among the criteria by which SUPERINTENDENT is evaluated.
9. EVALUATION. The PICKENS COUNTY BOARD OF EDUCATION, in recognition of its accountability to the people of Pickens County and its obligations under the statutes of the State of Georgia, shall conduct an annual evaluation of SUPERINTENDENT. The evaluation of the Superintendent shall be conducted in such a manner as to:
  - A. Assess the Superintendent's fulfillment of the expectations of the PICKENS COUNTY BOARD OF EDUCATION and all requirements under the statutes of the State of Georgia.
  - B. Clarify the expectations of the PICKENS COUNTY BOARD OF EDUCATION and all requirements under the statutes of the State of Georgia.
  - C. Assist SUPERINTENDENT toward personal and professional growth.
  - D. Foster trust and communication between SUPERINTENDENT and the PICKENS COUNTY BOARD OF EDUCATION.
  - E. Cite meritorious as well as deficient performances of SUPERINTENDENT.
10. TERMINATION OF EMPLOYMENT CONTRACT. This employment may be terminated by:
  - A. Mutual agreement of the parties.
  - B. Retirement of SUPERINTENDENT.
  - C. Disability of SUPERINTENDENT. In the event of disability by illness or incapacity, the PICKENS COUNTY BOARD OF EDUCATION'S duty to compensate SUPERINTENDENT shall terminate after SUPERINTENDENT'S sick leave has been exhausted. The PICKENS COUNTY BOARD OF EDUCATION'S duty to provide compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. The PICKENS COUNTY

BOARD OF EDUCATION may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of two (2) months.

If a question exists concerning the capacity of SUPERINTENDENT to return to his duties, the PICKENS COUNTY BOARD OF EDUCATION may require SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. The PICKENS COUNTY BOARD OF EDUCATION and SUPERINTENDENT shall mutually agree upon the physician who shall conduct the examination. The physician shall **limit** his report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits him from performing his duties.

D. Discharge for Cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to the PICKENS COUNTY BOARD OF EDUCATION including but not limited to incompetency, insubordination, willful neglect of duties, immorality, or breach of contract. Notice of discharge for cause shall be given in writing to SUPERINTENDENT either in person or at his last known address; SUPERINTENDENT shall be entitled to appeal<sup>1</sup> before the Board to discuss said cause. Said meeting shall be conducted no sooner than ten days nor more than thirty days from the date of receipt of said notice for discharge, or at a time mutually agreed upon by both parties. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Said meeting shall be conducted in closed, executive session. SUPERINTENDENT shall be provided a written decision describing the results of the meeting within fifteen business days.

E. Unilateral Termination by BOARD OF EDUCATION.

The Board may, at its option, and by a minimum of 30 days notice to SUPERINTENDENT, unilaterally terminate this contract. In the event of such termination, the PICKENS COUNTY BOARD OF EDUCATION shall pay to SUPERINTENDENT ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) together with those figures referenced in Paragraphs 4(C) and 4(D), above, as severance pay.

or

F. Termination with Superintendent's Concurrence.

The PICKENS COUNTY BOARD OF EDUCATION may propose to

terminate this employment contract upon 30 days written notice to SUPERINTENDENT. If SUPERINTENDENT concurs in writing with this decision, the PICKENS COUNTY BOARD OF EDUCATION shall pay to SUPERINTENDENT ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) together with those figures referenced in Paragraphs 4(C) and 4(D), above, as severance pay.

In the event SUPERINTENDENT accepts the settlement specified above, the requirement for a hearing of the reasons for termination in closed executive session before the Board of Education, as provided in Clause 9(D) above shall be waived.

G. Death of SUPERINTENDENT.

In the event of the death of SUPERINTENDENT during the life of this contract, the PICKENS COUNTY BOARD OF EDUCATION shall pay to his beneficiary or estate all annual leave to which he would have been entitled plus the proceeds of the life insurance policy referenced in Paragraph 4(F), above.

H. The failure of the Georgia Department of Education to issue a Title 50 Waiver or the revocation, termination, or suspension of said waiver during the term of this contract.

Both SUPERINTENDENT and the PICKENS COUNTY BOARD OF EDUCATION shall take all appropriate actions to obtain and maintain said waiver. Should said waiver not be issued or should an existing waiver be revoked, terminated, or suspended, this contract shall be mutually rescinded and neither party shall owe any further duties, monetary or otherwise, to the other.

11. SAVINGS CLAUSE. If, during the term of this contract, it is found that  
a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.
12. This contract is executed hi triplicate, any one of which may be considered an original hereof.