

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

This employment contract is made and entered into effective the 1st day of January, 2013, between the **HALL COUNTY BOARD OF EDUCATION** [hereafter referred to as "Board"] and **WILLIAM SCHOFIELD** [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 Hall County School System pursuant to the following terms and conditions:

1. Term. The Superintendent shall serve a three year term beginning on January 1, 2013, and ending December 31, 2015.

2. Duties. The Superintendent shall continue to perform all of the duties of the Superintendent of Schools of the Hall County School System as defined by Georgia law presently in effect or as may become in effect during the term of this agreement including but not limited to the following duties:

(a) The Superintendent shall have charge of the administration of the school system under the direction of the Board.

(b) The Superintendent shall implement all policies of the Board, all rules 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 school system.

(c) 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.

(d) 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.

(e) The Superintendent shall recommend all employees for employment and assignment by the Board and shall supervise, direct and control all employees of the Board.

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

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

(h) 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. Compensation. The Superintendent shall be paid an annual salary calculated each year of this contract in accordance with the following formula:

(a) The Superintendent shall receive the base salary provided each year by the Hall County Board of Education for a teacher working ten months with his certification and years of experience (state minimum salary schedule plus Hall County local teacher supplement);

(b) The Superintendent shall receive a supplement for ten months equal to 95% of the total salary specified in the previous paragraph;

(c) The Superintendent shall receive an additional 20% of the sum of paragraphs (a) and (b) above for the additional two months of the calendar year;

(d) The total of the three previous paragraphs shall be paid to the Superintendent each year in twelve equal monthly payments beginning in July and ending in June of each contract year; and

(e) An additional amount not to exceed five percent of the compensation described above, based upon the Superintendent's achievement of the goals set by him and the Board of Education. This additional amount shall be specifically determined by the Board of Education following the evaluation of the Superintendent at least 30 days prior to the end of each contract year, shall be reflected in the minutes of the Board, and shall be paid to the Superintendent in a lump sum.

4. Transportation and Communication. The Board shall purchase an automobile and cell phone (or PDA) with appropriate plan for the professional and personal use of the Superintendent during the term of this contract. The Board shall be responsible for insurance and all operation and maintenance expenses on the automobile. The Superintendent shall be responsible for all record keeping required by the Internal Revenue Service. In addition, the Board shall directly pay on behalf of or reimburse the Superintendent for any and all out-of-pocket expenses incurred relating to the operation of the school district. This includes travel expenses such as lodging and meals while traveling as well as local expenditures such as meals related to his duties as Superintendent.

5. Professional Association Expenses. The Board encourages the Superintendent to participate in local, state and national professional and community organizations and shall pay the Superintendent's dues attributable to membership in such organizations. The Superintendent shall provide a list of these organizations to the Board on an annual basis. The Board believes that the Superintendent's membership in such associations or clubs benefits the school district and is necessary and incidental to the performance of the duties of the Superintendent enumerated above.

6. Evaluation and Renewal. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract. The evaluation shall be reasonably related to goals and objectives set between the Superintendent and the Board. The evaluation shall be conducted pursuant to the requirements of Official Code of Georgia Annotated § 20-2-210, using the superintendent evaluation instrument prepared as the model by the Georgia School Boards Association, unless the Board and Superintendent jointly agree to use some other evaluation instrument. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect or that the Superintendent needs improvement in any area of the Superintendent's duties and responsibilities, it shall describe in writing the unsatisfactory performance or areas needing improvement and include recommendations or directives as to how the Superintendent shall improve his performance. A copy of the evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to write a response to the evaluation to be included as an attachment to the evaluation and included in the Superintendent's personnel file.

7. Annual Leave. The Superintendent shall transfer, earn and accumulate sick leave and vacation as other twelve month administrators are entitled in this system. In addition, the Superintendent shall earn an additional five days of annual vacation.

8. Insurance and retirement. The Board shall pay on behalf of the Superintendent all employee contributions to Social Security, Medicare and the Teacher Retirement System. The Board shall pay the premium on a term life insurance policy in the amount of \$250,000 on the life of the Superintendent and made payable to the beneficiary of his choice.

9. Health insurance. The Board shall pay all costs of providing the Superintendent and his immediate family with health insurance under the State Health Benefit plan of his choice.

10. 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. The Board may satisfy some or all of the obligations of this paragraph through the purchase of liability insurance pursuant to the provisions of Georgia law. This paragraph shall not create any personal liability on the part of any Board member.

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. This contract may be terminated by mutual agreement of the parties. The Board may unilaterally terminate this contract for cause to include any of the following reasons:

- (a) Failure to fulfill one of the duties enumerated in paragraph two above;
- (b) Incompetency or inefficiency in the performance of required or assigned duties as documented by evaluations or other evaluation documentation, but only upon a showing that the Board has provided the Superintendent with a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written directives of the Board or Board policies;
- (d) Neglect of Duties;
- (e) Commission of any act that would constitute a felony, a crime of moral turpitude or any violation of the drug laws of the State;
- (f) Failure to maintain any necessary certificate or credential required by law or rule or the failure to comply with reasonable professional development requirements imposed by the Board;
- (g) Certification by an agreed upon physician of a disability rendering the Superintendent unable to reasonably perform the duties under this contract;
- (h) Immorality, being conduct not in conformity with the accepted moral standards of the community, including conduct indicative of corruption, indecency, or depravity;
- (i) Knowingly falsifying or consciously misrepresenting records or facts to the Board or other District officials in the conduct of the District's business;
- (j) Any other ground that would constitute cause for a teacher's termination under O.C.G.A. § 20-2-940.

The Board may unilaterally terminate this contract without cause upon payment to the Superintendent as severance pay all of the aggregate salary and benefits he would have earned under this agreement through the expiration date of this agreement.

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.

This contract executed by the undersigned pursuant to a vote by the Hall County Board of Education at a public meeting duly held on the ____ day of _____, 20__.

**HALL COUNTY BOARD OF
EDUCATION**

WILLIAM SCHOFIELD

CHAIRMAN

