

STATE OF GEORGIA
COUNTY OF ROCKDALE

**ROCKDALE COUNTY SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

This employment contract is made and entered into this 1st day of July, 2021, ("Effective Date") by and between the **ROCKDALE COUNTY BOARD OF EDUCATION**, State of Georgia ("Board"), and TERRY O. OATTS, ("Superintendent") pursuant to the authority of Georgia law.

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive officer of the Rockdale County School District ("District") and as secretary of the Board 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 Board 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 Board.

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

I.

CONDITIONS OF EMPLOYMENT

- (1) Offer of Employment: The Board, pursuant to O.C.G.A. § 20-2-101 *et seq.* hereby offers to employ **Terry O. Oatts** as the Superintendent of Schools of the Rockdale County School District and as the secretary to the Board upon the terms and conditions set forth in this contract.
- (2) Acceptance by Superintendent: The Superintendent hereby accepts the offer of employment under the terms and conditions of this contract and agrees to perform to the best of Superintendent's ability all duties of such positions.
- (3) Term of Employment: Employment under this contract is effective as of July 1, 2021, and shall terminate, unless renewed or extended, on June 30, 2024, or unless terminated pursuant to Section IV of the contract.

 Initials mmn and BOB

- A. The May 7, 2018 Superintendent Employment Contract ("May 7 Contract") executed by the Superintendent and District expires on May 30, 2021; however, the parties acknowledge and agree that the Superintendent shall remain employed by the District from May 31, 2021 through June 30, 2021 under the same terms of the May 7 Contract, except that the August 28, 2019 Addendum to Superintendent Employment Contract shall terminate on May 30, 2021.

(4) Superintendent Duties and Responsibilities:

- A. Superintendent shall be the chief executive officer of the District and secretary to the Board with all duties and responsibilities defined by state law, O.C.G.A. § Title 20, *et seq.*, as amended from time-to-time; the Regulations of the Georgia State Board of Education, as amended from time-to-time; the job description of the Superintendent now in effect for the District and as may be revised from time-to-time by the Board; federal law and regulation, 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 from time to time. These duties shall include but not be limited to the following:
- i. Have charge of the day-to-day administration of the District under the direction of the Board.
 - ii. Implement all policies of the Board, all policies and regulations of the Georgia State Board of Education, Georgia State Department of Education, all state laws and all federal laws and regulations relevant to the operation of the District and the education of its students.
 - iii. Serve as secretary to the Board, attend and participate in all meetings of the Board and provide administrative recommendations on each item of business brought before the Board.
 - iv. Assume responsibility for the overall financial planning of the Board and District, for the preparation of the annual budget, and for submitting the budget to the Board for review and approval.
 - v. Recommend educational and administrative employees for employment and assignment by the Board. In the absence of a recommendation from the Superintendent, the Board shall have the right to employ individuals that they deem necessary for the operation of the school district.
 - vi. Supervise, direct, and control educational and administrative employees of the District.
 - vii. Act as a liaison between the Board and the Georgia State School Superintendent, Georgia State Board of Education and between the Board and

 Initials  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 Board, schools, and the community.




- viii. Require such reports as he or the Board may deem necessary from principals, supervisors, teachers, or other employees.
 - ix. Furnish to the Board, Georgia State School Superintendent and the Georgia State Board of Education all reports and information, which may be required from, time-to-time.
 - x. 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 and reporting his findings to the Board.
- B. The Board reserves the right, from time-to-time, to prescribe additional duties and responsibilities for the Superintendent; and the Board further reserves the right, from time-to-time, to reduce the duties and responsibilities of the Superintendent. There shall be no salary adjustments made for increase or decrease in the duties and responsibilities of the Superintendent.
- C. Superintendent shall not engage in any other employment or business, which interferes with the performance of his duties as Superintendent. Superintendent may participate in professional organizations for educators, hold office in such organizations, and fulfill the duties incident thereupon, so long as such duties and activities do not interfere with the performance of Superintendent's duties hereunder.
- D. The Board and Superintendent shall meet as directed by the Board but at a minimum of once annually to establish short and long-term goals for the school district. The Superintendent shall be responsible for arranging for such meeting.
- E. The Superintendent acknowledges and agrees that his recommendation or approval is not required, and the Board reserves the right unto itself the right to employ professional staff consisting of, but not limited to, architects, engineers, attorneys, financial representatives and other consultants.
- (5) Morals Clause: As a leader of the community and a role model for the students of the school district, the Superintendent shall conduct himself with propriety, dignity, morality, integrity, honesty, and consistently with Board Policies, Regulations, and written guidance. Superintendent shall not engage in any activity likely to bring reproach, disgrace, infamy, or public ridicule to himself, the Board, or the school district.
- (6) Certification: Superintendent shall furnish and maintain during the term of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Georgia.

 Initials  and 

(7) Communications by the Board: The Board, individually and collectively, will refer promptly all major criticisms, complaints, and suggestions called to its attention to the Superintendent for his study, recommendations, and response, if necessary.

(8) Performance Evaluation:

- A. Pursuant to O.C.G.A. § 20-2-210, the Board shall evaluate the Superintendent at such time(s) that the Board deems appropriate. The Board shall evaluate the Superintendent's performance twice a year.
 - B. The Board will utilize the evaluation instrument developed by the Georgia School Boards Association, however, at its sole discretion, the Board may use the evaluation instrument developed by the Georgia School Superintendents Association or an evaluation instrument mutually agreed upon by the Board and Superintendent to rate the overall performance of the Superintendent and his ability to complete the Superintendent's performance goals. The Board will conduct the two evaluations of the Superintendent on or before July 31 of each year. The Superintendent and the Board will meet quarterly to review the progress of the Superintendent toward the implementation and completion of the agreed upon performance goals.
 - C. The Superintendent will periodically give status reports to the Board regarding financial and operational conditions for each division of the school district. The reports will be candid and will contain sufficient information to educate the Board as to the actual and anticipated status of each operational / functional division of the school district, including strategic goals.
 - D. In the event the Board determines that the overall performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing the unsatisfactory performance and recommend a plan of action and timetable to assist the Superintendent in attaining the desired level of performance.
 - E. A copy of the evaluation shall be delivered to the Superintendent, and within ten (10) business days, the Superintendent shall have the right to submit a written response to the evaluation to be included as an attachment.
 - F. The failure of the Board to prepare or implement any professional development or other remedial plan, or to give first notice of any deficiency to Superintendent, shall not be a defense to any disciplinary or other action involving termination or suspension of Superintendent's contract.
- (9) Bond: As required by law, Superintendent shall give bond with good corporate surety in the amount of One Hundred Thousand Dollars (\$100,000.00), to be approved by the Board. The Board shall pay for the cost thereof.
- (10) Workday: Like all twelve (12) month professional employees, the Superintendent shall work or have approved leave for a minimum of 230 days per year. All days beyond the 230

 Initials  and 

workdays are considered non-work or vacation days. If the Superintendent chooses to use the non-work or vacation days for instructing or assisting other entities, the Superintendent may do so provided it does not conflict with his employment for the Board. The Superintendent may retain honoraria paid, if any, for such action.

II.

COMPENSATION AND BENEFITS

(1) Compensation:

- A. Base Salary: Superintendent shall receive as compensation for his services, an annual salary of Two Hundred Thirty-One Thousand Nine Hundred Forty Dollars and 00/100 (\$231,940), payable in twelve (12) equal monthly installments, on or before the first of each month for the prior's month's service. Said payments are to be made in accordance with the policies and regulations of the Board governing payment of other professional employees who have a twelve (12) month employment contract. In the event that this contract is terminated by the Board for Cause as set forth in Section IV(1) of this contract, the Superintendent shall not be entitled to any further compensation or benefits after the date of termination.
- B. Incentive Bonus: The parties understand and agree that a discretionary incentive bonus program is appropriate for the Superintendent and it should be in place and effect for each contract year. The maximum allowable incentive bonus is five percent (5%) of the contracted base salary of the Superintendent. The Board, at its sole discretion, shall determine the percentage of the incentive bonus the Superintendent earns, if any for a contract year. The parties shall negotiate in good faith to create the terms of the incentive bonus program each contract year; however, the incentive bonus program shall incorporate the Superintendent's evaluation and duties and the goals and objectives of the Board. If the parties cannot agree upon the terms of the incentive bonus program, then the Superintendent shall not be entitled to any incentive bonus. In the event that this contract is terminated by the Board as set forth in Section IV of this contract or Superintendent resigns as set forth in Section IV(3), Superintendent shall not be entitled to any incentive bonus after the date of termination or resignation.
- C. Cost of Living Increase: Effective July 1, 2022 and for each July 1st thereafter, Superintendent will receive a minimum five percent (5%) cost of living increase to his then current base salary. If any year the sum of a step increase and cost of living increase granted by the State is greater than five percent (5%), then Superintendent will only receive the sum of the step increase and the cost of living increase granted by the State or the five percent (5%), whichever is higher. Under no circumstances may the Board decrease Superintendent's salary below the base salary figures stated above.

- (2) Benefits: The Board shall provide Superintendent the same benefits as its regular twelve (12) month professional employees, except as provided herein below. The Board reserves the right to adjust any or all of the benefits for its employees from time-to-time.

 Initial  and 

- A. Personnel Leave, Sick Leave, and Vacation: Superintendent shall receive the same personal leave, sick leave, and vacation that other twelve (12) month professional employees receive. The Board shall not be obligated to purchase any personal leave or sick leave at the conclusion of this contract. All use of personal leave, vacation time and sick leave will be reported to and reviewed by the Board Chair or designee, periodically.
- B. Vehicle: The Board shall provide the Superintendent with a vehicle to be used in the performance of his duties. The Board shall provide insurance and maintenance, including gas. The Superintendent may drive the vehicle to and from home daily; however, the vehicle shall not be used for purely personal use. If the Superintendent is engaged in a traffic accident while driving the District-owned vehicle or the Superintendent's driver's license is suspended, revoked, or seized, the Superintendent shall report the same to the Board Chair immediately, but in no case later than twenty-four (24) hours from the accident.
- C. Technology: The District shall provide the Superintendent with access to a cellphone and other technology, including but not limited to a desktop, laptop, and/or tablet computer, as needed by the Superintendent. All maintenance and other monthly or recurring charges for this equipment shall be at the expense of the District and all such equipment shall remain the property of the District. The Board reserves the right from time-to-time, to set and to define limits on the benefits set forth in this paragraph.
- D. Professional Expenses : The Superintendent is authorized to incur reasonable expenses in the discharge of his duties as Superintendent, including but not limited to, expenses for travel and lodging; professional association dues and fees, including membership in the Georgia School Superintendents Association, the Georgia Association of Educational Leaders, 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 employment. The Board will pay or reimburse the Superintendent for reasonable expenses incurred during the term of this contract upon presentation, from time-to-time, of an itemized account of such expenditures. Such expenditures shall be in compliance with Board policies and the District's administrative regulations and procedures, and funds for such expenses shall be previously been budgeted for as general expenses of the Superintendent by the Board. Prior Board approval is required for attendance at or participation in any professional development event or program having aggregate expenses in excess of Two Thousand Dollars and 00/100 (\$2,000). The Board reserves the right, from time-to-time, to set and to define limits on the benefits set forth in this paragraph.
- E. Life Insurance: The Board will pay the annual premiums for superintendent for the life insurance policy that is currently afforded to all other twelve (12) month employees of the Board.

 Initials  and 

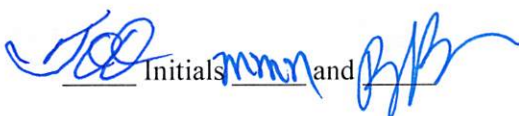
- F. Medical and Hospitalization Insurance: The Board will pay on a monthly basis, during the term of this contract, the premium for the Superintendent and his dependents for the same health insurance coverage that is provided to other twelve (12) month employees of the Board.
- G. Dental Insurance: The Board will pay on a monthly basis, during the term of this contract, the premiums for dental insurance of the Superintendent and his dependents, for so long as this benefit is also provided to other twelve-month employees of the Board.
- H. Retirement: The Board shall pay the Superintendent's contribution to the Teacher's Retirement System of Georgia (TRS) and shall match up to two percent (2%) of the Superintendent's contribution to the alternative retirement plan.
- I. Indemnification: The Board shall provide for the Superintendent's defense and through the purchase of a contract of indemnity, policy of insurance or other lawful means, hold him harmless from accusations, administrative proceedings or court actions brought against him in connection with his position as Superintendent while he is acting in his official capacity and within the scope of his employment, as permitted by laws of the State of Georgia, provided the relevant incident, act or omission does not involve moral turpitude, and the Superintendent has acted in good faith within the scope of his employment, consistent with Board policy or directions. The Superintendent shall cooperate with the defense of any claims against him, the school district or the Board. Failure to cooperate shall terminate the board's obligation to defend and indemnify the Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such claims, suits, actions and legal proceedings.

III.

WARRANTIES AND REPRESENTATIONS OF SUPERINTENDENT

Superintendent warrants and represents as follows:

- (1) That all information set forth in the Application for Employment presented to the Board by the Superintendent was then true and correct in every way and as of the date of the contract, remains true and correct in every way and if any said information ever ceases to be true, Superintendent will advise the Board thereof immediately.
- (2) That Superintendent possesses all degrees, qualifications, certificates, certifications and other requirements as prescribed by Board in its request for application for employment.
- (3) That Superintendent is duly licensed and qualified to serve as Superintendent of the Rockdale County School District at the time of assuming the position, and that he will obtain all additional certificates, endorsements, qualifications, and additional training and other

 Initials mmn and [signature]

requirements as may be required by law or the rules of the Georgia Professional Standards Commission, the Georgia State Board of Education, and by the Board.

- (4) That Superintendent has never been convicted or sentenced for any offense involving felony, for fraudulent violation of primary or election laws, malfeasance in the office or any other offense involving moral turpitude under the laws of any state or of the United States, or any foreign country, including any first offender or nolo contendere disposition.
- (5) That Superintendent has never suffered revocation of any educational professional license or certificate, nor voluntarily surrendered it where charges or potential charges were pending or eminent.
- (6) That there are no charges pending or imminent that could affect Superintendent's professional license, certificate, or certification.
- (7) That Superintendent's driver's license has never been revoked or suspended for any reason.
- (8) That Superintendent can meet all bonding requirements of this contract and the laws of the State of Georgia.
- (9) That Superintendent was never dishonorably discharged from the United States armed forces.
- (10) That Superintendent never fled the United States to evade military service.
- (11) That Superintendent does not have any immediate family member serving on the Board.
- (12) That Superintendent does not have any immediate family member hired or promoted to a principal, assistant principal or district administrative staff by the Board.
- (13) That Superintendent has not entered into a contract or agreement that would prevent him from accepting and performing this contract.

IV.

TERMINATION AND TENURE

(1) Dismissal and Suspension for Cause:

A. Grounds for Dismissal or Suspension: The Superintendent shall be subject to dismissal and termination of this contract or suspension by the Board for "Cause" for any of the following:

- i. Incompetency;
- ii. Insubordination;

 Initials  and 

- iii. Willful neglect of duties;
 - iv. Immorality, including violation of Section I(5) of this contract;
 - v. Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local Board of Education or Georgia State Board of Education;
 - vi. Failure to secure and maintain necessary educational training;
 - vii. Failure of Superintendent to comply fully with any warranty and representation set forth in Section III of this contract;
 - viii. Any representation made by Superintendent in Section III of this contract, is false or incorrect;
 - ix. Failure of Superintendent to obtain, earn, receive, possess, acquire, and maintain in full force all professional certifications and other educational requirements and endorsements required by law, the Board, the Georgia Professional Standards Commission, or the Georgia State Board of Education now existing or as may reasonably be required hereinafter;
 - x. Superintendent made any false or incorrect representation or claim in his application of employment;
 - xi. Inability of Superintendent to be bonded;
 - xii. Noncompliance with school laws and regulations;
 - xiii. Noncompliance with Board policies and regulations;
 - xiv. Material breach of this contract or inability to perform any duty under this contract;
 - xv. Failure of Superintendent to maintain a valid driver's license;
 - xvi. Death or disability of Superintendent; or
 - xvii. Any other good and sufficient cause.
- B. Hearing: After at least ten (10) days' notice of the time and place, a hearing regarding any proposed termination of Superintendent under this Section IV of this contract shall be held by the Board at a convenient place having facilities suitable for such hearing and for attendance by members of the public. Any decision by the Board at such hearing shall be final.

 Initials  and 

- C. Suspension: Notwithstanding anything else herein to the contrary, the Board may suspend the Superintendent with pay pending a hearing under this Section IV of this contract; but any delay in the hearing that is caused by the Superintendent, whether due to lack of preparation, sickness, or otherwise, Superintendent shall not be paid for such period of delay.
- D. In the event the Superintendent is terminated for Cause pursuant to this Section IV of this contract, the Board shall compensate Superintendent at his daily rate through Superintendent's last day of employment. At termination, the Board shall have no further liability or obligation of any nature to Superintendent.

(2) Termination without Cause:

- A. The Board reserves the right at any time, without notice, to terminate this contract. If the Board terminates this contract for any reason other than for Cause as provided in Section IV(1) above, the Board shall pay Superintendent his salary for three (3) months or to the end of the contract term, whichever occurs first ("Severance Pay"). The Board shall not be required to pay for any benefits, rights, or interest contained in the contract. The Severance Pay shall be paid on a monthly basis commencing the first day of the month after the date of termination and continuing thereafter until the Severance Pay due the Superintendent has been paid in full. The Superintendent acknowledges and agrees that he waives any and all requirements for a hearing.
- B. Notwithstanding the provisions of Section IV(2)(A) of this contract, if the Superintendent obtains other employment, the Severance Pay required under Section IV(2)(A) of this contract, shall be reduced by sixty percent (60%) of the amount that the Superintendent receives from his other employment. Superintendent agrees that it is his duty to seek other employment diligently and to notify the Board immediately of the salary being received so that appropriate adjustments in the payment to the Superintendent can be made.

(3) Notice of Resignation by Superintendent:

- A. Superintendent shall give the Board at least ninety (90) days prior written notice of his resignation.
- B. Failure to give said notice shall result in a forfeiture of all accrued benefits that may be due the Superintendent under this contract.
- C. Nothing herein shall be construed as consent to any resignation or job abandonment.
- D. In the event the Superintendent resigns during the term without the prior written consent of the Board, all amounts owed the Superintendent, if any, shall be calculated as if the Superintendent had been terminated under Section IV(1) as of the effective date of resignation.

 Initials  and 

- (4) No Tenure: The position of Superintendent is not subject to any tenure, civil service, or other system or employment arrangement whereby a Superintendent serving a term or any part thereof under one or more contract acquires any right to continued employment beyond the current contract term, and no member of the Board nor any official of the Rockdale County School District has any authority to offer or confer such rights or to represent or warrant the availability thereof. The rights of the Superintendent are limited to those contained herein. The Georgia Fair Dismissal law does not apply to the Superintendent.
- (5) Superintendent acknowledges that, separate from this contract, the Superintendent has no independent legal right to exercise the duties of the Office of Superintendent.

V.

DISABILITY

- (1) Disability: For the purposes of this contract, the Superintendent will be deemed to be disabled if by reason of sickness or other condition he is unable to perform his duties for eight (8) consecutive hours per day for thirty (30) consecutive work days. In the event that Superintendent becomes disabled and is unable to perform his duties, the Board shall have the right to terminate this contract, at the Board's option, either under Section IV(1) or Section IV(2) of this contract. Should the Superintendent's contract be terminated due to disability, he will continue to be paid at his daily rate of pay for the remaining unused sick leave and vacation days that are accrued (up to a maximum of 20 days).
- (2) If a question exists concerning the capacity of the Superintendent to perform his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor who is selected by the Board, acceptable to the Superintendent, and who is licensed to practice medicine in Georgia. If the parties, after good faith efforts, are unable to agree on a doctor to perform the examination, the chief judge of the Superior Court of Rockdale County shall select said doctor. The examination shall be done at the expense of the Board. The physician shall limit his (her) report to the issue of whether the Superintendent has a continuing disability, which prohibits him from performing his essential duties. The finding by the physician shall be binding on both parties.

VI.

MISCELLANEOUS

- (1) Extension of Contract Term: The maximum term for this contract is three (3) years. During the term of this contract, the parties can extend the contract as long as the extension is consistent with state law, in writing signed by both parties and the extension does not extend the term of the contract beyond three (3) years.
- (2) Interpretation: This Contract shall be interpreted in accordance with the laws of the State of Georgia. In the event of a legal dispute, the parties agree that venue shall be the

 Initials  and 

Rockdale County Superior Court and that a Superior Court Judge without a jury shall hear any legal dispute.

- (3) Renewal: Nothing in this Contract shall be construed as creating an obligation either express or implied for re-employment beyond the term set forth herein.
- (4) Merger Clause: This contract constitutes the entire agreement between the parties. Any prior representations, negotiations, understandings, undertakings, agreements, obligations, conditions or promises not embodied in this writing are not a part of the contract between these parties and have no application or force whatsoever. Any modification of or supplementation to this Contract must be by addendum in writing signed by both parties.
- (5) Severance: Should a court of law rule that any portion of this contract is illegal or unenforceable for any reason whatsoever, the remainder of the contract shall remain in full force and effect.

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

ROCKDALE COUNTY BOARD OF EDUCATION

BY: Mandy M. North (L.S.)
MANDY M. NORTH, CHAIR

BY: Pamela J. Brown (L.S.)
PAMELA J. BROWN, VICE CHAIR

SUPERINTENDENT

BY: Terry O. Oatts (L.S.)
TERRY O. OATTS, Individually