

STATE OF GEORGIA
COUNTY OF LIBERTY

**CONTRACT OF EMPLOYMENT FOR THE
SUPERINTENDENT OF LIBERTY COUNTY SCHOOLS**

THIS CONTRACT is made and entered into as of the 22nd day of July, 2014, by and between LIBERTY COUNTY BOARD OF EDUCATION (the "Board") and DR. VALYA SOUDER LEE (the "Superintendent").

RECITALS:

- A. WHEREAS, the Board and Superintendent have entered into a verbal contract of employment which the parties now wish to reduce to writing; and
- B. WHEREAS, the Board and Superintendent wish to more fully set forth in this contract the terms of the relationship, including the responsibilities and obligations of all parties concerned; and

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the Board and Superintendent agree as follows:

1. **Term of the Contract** – The Board hereby employs and the Superintendent does hereby accept employment from the Board as Superintendent of the Liberty County School System ("System") for the term commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2017 ("Initial Term"). This Contract shall automatically renew for subsequent periods of the same length as the Initial Term upon the same terms unless either party gives the expiration of the then current Term. This Contract shall comply with the provisions set forth in the O.C.G.A. §20-2-101.

2. **Duties and Responsibilities –**

a. **Certification** – The Superintendent shall hold a valid certificate required by the Professional Standards Commission to fill the office of Superintendent throughout the term of this contract.

b. **Duties and Responsibilities** - The Superintendent shall:

1. Have charge of the administration of all schools in the System under the direction of the Board;
2. Be the chief executive officer of the Board;
3. Direct and assign teachers and other employees of the System under her supervision; organize, reorganize and arrange the administrative and supervisory staff to include the principals, including instruction in business affairs as best serves the Board;
4. Subject to Board approval, shall select personnel;
5. From time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the System; and
6. In general, perform all duties as may be prescribed by the Board.

The Board expressly retains all authority to hire and fire employees of the System.

The Board, individually and collectively, shall promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation or resolution if the resolution can be accomplished by Superintendent without formal Board approval. The Superintendent shall attend all Board meetings and all Board and Citizen Community meetings unless the Board requests that she not attend. Superintendent shall serve as Executive Secretary of the School Board and as ex-officio member of all School Board

Committees and provide administrative recommendations on each item of business considered by each of these groups.

c. **Extracurricular Functions** – The Superintendent shall devote her full time, skill, labor and attention to her duties provided, however, that the Superintendent, by prior agreement with the Board, may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations not consistent with her employment as Superintendent.

3. **Compensation** –

a. **Base Salary** – The Superintendent’s annual salary shall be based upon the state and local salary scale and her certification, the same as any other certificated employee in the System. The Superintendent shall be paid an annual salary of \$190,000.00, which includes a supplement in the amount of \$89,449.60. These sums shall be paid to the Superintendent in twelve (12) equal monthly installments. The Superintendent’s annual salary will be adjusted for furlough days consistent with salary adjustments for other System employees. Each renewal year of the Contract, Superintendent shall receive the salary percentage increase mandated by the State Legislature, if any, to teachers employed in school systems in the State of Georgia and local step increases equal to other teachers and administrators in the System.

b. **Retirement System Contribution** – The Board shall allow Superintendent to pay Contributions to and as allowed by the Teachers Retirement System covering compensation paid for service to the Board.

c. **Digital or Cellular Phone Communications** – The Board shall furnish the Superintendent a digital or cellular telephone for her business use. The Board shall authorize the Superintendent to also use the cellular or digital phone for incidental personal use. If the Superintendent so chooses, in lieu of using a digital or cellular phone provided by the Board, she

may utilize her own cell phone and be reimbursed by the Board for monthly service and/or usage charges in an amount not to exceed \$100.00 per month.

d. **Automobile** – As additional compensation, the Superintendent shall be provided an Automobile of the Board’s choice to be used by the Superintendent alone, except in the case of an emergency, in the performance of the Superintendent’s duties under this contract, including incidental use related to Board business. In connection with the automobile, the Board shall furnish to the Superintendent: (a) automobile insurance, and (b) gasoline. It shall be the responsibility of the Superintendent to keep the automobile serviced, maintained and repaired in good driving condition; however, the expenses incurred attendant thereto shall be reimbursed to the Superintendent by the Board upon presentation of proper documentation and/or receipt(s) by Superintendent to the Board. In the event of major repairs or repairs required because of an accident, the Superintendent shall obtain prior approval of the Board (except in emergencies) before authorizing such repairs.

e. **Reimbursable Business Expenses** - The Board authorizes and agrees that Superintendent may incur certain expenses in the course of fulfilling Superintendent’s responsibilities which shall be reimbursed by the Board upon presentation of proper documentation and/or receipt(s) by the Superintendent to the Board. Such reimbursement is not considered part of the Superintendent’s salary or regular income.

f. **Professional Organizations and Dues** – The Superintendent shall attend appropriate professional meetings at the Local, State, and National levels with the expenses of said attendance to be paid by the Board within the budget. Such attendance shall not interfere with the performance of the Superintendent’s duties. The Board will pay dues to three professional organizations as selected by the Superintendent and approved, in advance, by the Board.

4. **Leave and Other Benefits** –

a. **Vacation** – Superintendent shall have twenty-five (25) days personal vacation, exclusive of school holidays. Unused vacation shall be compensable upon termination at the current rate of compensation, and will in no event exceed thirty-five (35) days.

b. **Sick Leave** – The Superintendent may be allowed to transfer up to forty-five (45) days of sick leave from her previous employment. The Superintendent also may accumulate an additional forty-five (45) days sick leave as other employees of the System are permitted.

c. **Supplemental Leave Time** – Superintendent shall be entitled to paid leave during the contract term, to be used by the Superintendent as she deems appropriate in participating in workshops, seminars and similar activities.

d. **Personal Business Leave** – Board shall provide Superintendent with three (3) days of personal business leave during the contract term from her accumulated sick leave and shall, if unused, be added to Superintendent's accrued vacation leave days in accordance with the policies of the Board.

e. **Holidays and Other Benefits** – The Board agrees that the Superintendent shall be paid for all holidays which are observed by the Board's other twelve month employees and shall be entitled to receive all benefits provided under Board policy for all twelve month employees.

f. **Physical Examination** – The Superintendent will have an annual comprehensive physical exam from a physician of her choice. The Superintendent will, upon request, provide written assurance from the examining physician which sets forth the Superintendent's continued ability to perform her obligations under this contract. The Board will reimburse expenses of the exam not covered by other policies upon presentation of proper documentation and/or receipt(s) by Superintendent to the Board.

5. **Termination of Employment Contract** – This employment contract may be

Terminated by the following means:

- a. **By the mutual agreement of the parties;**
- b. **Retirement of the Superintendent;**
- c. **Discharge for Cause** – Discharge for cause shall constitute conduct which is seriously prejudicial to the System, including but not limited to neglect of duty or breach of contract or for any reason set forth in O.C.G.A. §20-2-940(a), as amended and interpreted, said statute and the decisional authority construing the same being incorporated herein by this reference.

Additionally, the Superintendent can be dismissed for cause for her failure or refusal to comply with any reasonable request, order or rule, or regulation of the Board. The Superintendent's discharge for cause shall follow the procedure outlined in O.C.G.A. §20-0-940, as amended and interpreted, said statute and the decisional authority construing the same being incorporated herein by this reference. Any hearing provided for or conducted pursuant to O.C.G.A. §20-2-940 shall be conducted in closed executive session, unless specifically prohibited by law;

d. **Death of Superintendent** – In the event of the death of the Superintendent during the term of this contract, the Board shall pay to her beneficiary or estate all annual leave to which she would have been entitled plus two (2) months' compensation as defined in §3.a. herein; or

e. **Discharge Without Cause** – The Board may terminate this contract without cause.

If the Board exercises this option, the Board shall provide Superintendent with written notice not less than one hundred twenty (120) days prior to the date of termination of this contract. If the contract is terminated without cause, the Board agrees to pay Superintendent a single lump sum payment equal to one year's compensation as defined in § 3.a. herein plus payment for unused vacation days. Any period beyond the date of termination shall be non-compensable.

6. **Suspension** – The Board may, in its sole discretion, suspend the Superintendent for cause. Suspension for cause shall constitute conduct which is seriously prejudicial to the System, including but not limited to neglect of duty or breach of contract or for any reason set forth in O.C.G.A. §20-2-940(a), as amended and interpreted, said statute and the decisional authority construing the same being incorporated herein by this reference. Additionally, the Superintendent can be suspended for cause for her failure or refusal to comply with any reasonable request, order or rule, or regulation of the Board. A suspension for moral turpitude shall be the only basis upon which the suspension shall be without pay. The Superintendent's suspension for cause shall follow the procedure outlined in O.C.G.A. §20-2-940, as amended and interpreted, said statute and the decisional authority construing the same being incorporated herein by this reference. Any hearing provided for or conducted pursuant to O.C.G.A. §20-2-940 shall be conducted in closed executive session, unless specifically prohibited by law.

7. **Severability** – If, during the term of this contract, a specific clause is found to be illegal or unenforceable, the remainder of the contract not affected by such finding, shall remain in full force and effect.

8. **Residency** – The Superintendent agrees to reside within Liberty County, Georgia.

9. **Professional Liability** – The Board agrees that it shall defend, hold harmless, and

Indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of her employment. Except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceeding.