

## CONTRACT OF EMPLOYMENT

### SUPERINTENDENT OF SCHOOLS

This employment contract is made and entered into this 16 day of July, 2007 between the **GAINESVILLE CITY BOARD OF EDUCATION** [hereafter referred to as "Board"] and **STEVEN E. BALLOWE** [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 Gainesville City School System pursuant to the following terms and conditions:

1. Term. The Superintendent shall serve a three-year term beginning on July 1, 2007 and ending June 30, 2010.

2. Duties. The Superintendent shall perform all of the duties of the Superintendent of Schools of the Gainesville City 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 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 of \$185,000 in equal monthly installments. The Superintendent shall receive an increase in this salary equal to any increase in the state minimum salary schedule for an administrator with the years of experience and certificate of the superintendent for the 2008 fiscal year and each subsequent year under this contract.

The Board and Superintendent will discuss an increase in the remaining portion of this salary at the time of his evaluation as described in paragraph seven below. In the event the Superintendent's performance is unsatisfactory pursuant to the evaluation, he shall receive no increase in salary. Any such adjustment in salary shall be made through a written amendment to this Agreement, but shall not modify or otherwise affect the other provisions of this Agreement, including the termination date.

4. Transportation. The Board shall pay to the Superintendent the amount of \$600 per month to defray expenses incurred in connection with travel associated with business of the School District. The Board shall directly pay on behalf of or reimburse the Superintendent for any and all mileage or other out-of-pocket expenses for travel associated with business of the School District, including lodging and meals, in the same way and to the same extent as all other administrators are reimbursed.

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 benefit 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. As a part of that evaluation process, the Board and Superintendent will set goals and objectives for the school system for the following year and determine specific indicators related to those goals which will be a part of the Superintendent's evaluation for the following year. The Board will base an increase in the superintendent's salary, other than that specified in paragraph three above, on the Superintendent's

performance with regard to these specified indicators. 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 State Department of Education, 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. In the event the Superintendent receives a satisfactory rating on his evaluation, the Board shall consider at the time of the evaluation whether or not to extend this contract by an additional year, but in no event shall the total length of this contract extend beyond the term authorized by state law.

7. Annual Leave. The Superintendent shall transfer, earn and accumulate sick leave and vacation as other twelve month administrators are entitled in the school system.

8. Other Benefits. The Board shall pay on behalf of the Superintendent all employee contributions to Social Security and the Teacher Retirement System. The Board shall pay the entire premium necessary to provide the Superintendent with the full family health indemnity plan from State Merit Insurance, dental family coverage under the dental insurance plan available to all employees of the system, and vision insurance under the plan available to all employees of the system. The Board shall further contribute annually the amount of \$10,000 to a Tax Sheltered

Annuity to be selected by the Superintendent. The Board will annually purchase one year of any service credit in the Teachers Retirement System of Georgia to which the Superintendent may be entitled with such purchase to take place on the date the Superintendent first becomes entitled to purchase such credit and each year after that date.

The Board shall pay any cost for the Superintendent to obtain an annual physical medical examination to be performed by a licensed physician of his choice with the results of any examination to be available to the Board upon its request. The cost of these benefits will be calculated on an annual basis and the Superintendent shall have the discretion to designate any portion of that cost toward any other employee benefit he may desire, including, but not limited to, an annuity for other insurance benefit. In no event shall the total cost incurred by the Board for benefits under this paragraph exceed the combined costs of the benefits described in this paragraph.

9. 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.

10. 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 suspend the Superintendent from his duties

or terminate this contract only for those reasons set forth in the Fair Dismissal Act of Georgia contained in Official Code of Georgia Annotated § 20-2-940(a). Any proceedings to suspend or terminate this contract without the agreement of the Superintendent shall be governed by the procedures set forth in Official Code of Georgia Annotated §§ 20-2-940 and following. The Board may propose to terminate this Agreement, without cause, by giving sixty (60) days written notice to the Superintendent and agreeing to pay as severance pay the full amount of salary and benefits remaining due under the contract at the time of its termination, to be calculated to include the compensation as calculated in paragraph 3, the monthly transportation stipend described in paragraph 4, any required employee contributions to Social Security and Teacher Retirement System as described in paragraph 8, an amount equal to the monthly premiums for health, dental and vision insurance for the number of months remaining in the contract as described in paragraph 8, the contribution to the tax sheltered annuity and the amount necessary to purchase the service credit as described in paragraph 8. The Superintendent may unilaterally terminate this contract through resignation, upon reimbursement to the Board of all amounts paid to purchase the service credit under paragraph 8 pursuant to this or any earlier contract between the parties.

11. Certification. This contract is contingent upon the Superintendent holding throughout the term of this contract a valid Georgia Leadership Certificate issued by the Professional Standards Commission.

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 Gainesville City Board of Education at a public meeting duly held on the 16 day of July, 2007.

**GAINESVILLE CITY BOARD  
OF EDUCATION**

  
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**STEVEN E. BALLOWE**

  
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**CHAIRMAN**