

CONTRACT OF EMPLOYMENT

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THIS CONTRACT AND AGREEMENT, made and entered into this the 9th day of March, 2023, by and between **BULLOCH COUNTY BOARD OF EDUCATION**, a political subdivision of the state of Georgia, hereinafter referred to as "**SCHOOL DISTRICT**", and **CHARLES G. WILSON, JR.**, of Bulloch County, Georgia, hereinafter referred to as "**SUPERINTENDENT**";

WITNESSETH:

WHEREAS, the parties desire to enter into a contract whereby **CHARLES G. WILSON, JR.**, will continue his employment by the **SCHOOL DISTRICT** as its Superintendent of the **SCHOOL DISTRICT**, pursuant to law;

NOW THEREFORE, in consideration of the premises stated, the mutual promises hereinafter expressed, and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

I. EMPLOYMENT TERMS:

SCHOOL DISTRICT hereby employs, and Superintendent hereby accepts employment, as Superintendent of Schools of **SCHOOL DISTRICT**, pursuant to O.C.G.A. § 20-2-101 *et seq.* Employment will become effective as of April 1, 2023, and shall terminate, unless renewed, on March 31, 2026, a term of three (3) years. This contract supersedes and terminates the previous contract between the parties.

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II. COMPENSATION AND BENEFITS:

(a) **SALARY:** **SUPERINTENDENT** shall receive as compensation for his service an annual salary of Two Hundred Thirty Thousand (\$230,000) Dollars, based upon 240 work days at the scheduled state rate of salary plus supplemental pay, payable in twelve equal monthly installments on or before the first of each month for that year.

The **SUPERINTENDENT** shall be entitled to receive any additional salary increases received by teachers and administrators in the Bulloch County School System.

The salary specified herein may be subject to adjustment according to the Official Code of Georgia Annotated, Title 20, without obligation by the **SCHOOL DISTRICT** to make up any deficit. The salary is conditioned upon the continued availability of state funds under appropriations acts, as well as all amendments thereto, of the General Assembly, with all salaries subject to upward or downward adjustment according to increases or decreases in state funding from the level provided for at the time this contract is signed. The salary stated herein shall be subject to an adjustment on a pro rata basis for the number of work days the **SUPERINTENDENT** does not complete during the annual school year due to resignation, termination, furlough or the **SUPERINTENDENT'S** absence when there is no accumulated leave to cover such absence, in accordance with the following formula:

$$\frac{[\text{Number of Days in Pay Status}]}{[240]} \times \text{Annual Salary} - \text{Amount Paid} = \text{Amount Due}$$

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The number-of-days-in-pay status shall be equal to the actual number of work days completed by the **SUPERINTENDENT**, as defined in the rules of the State Board of Education, and in accordance with the official work schedule adopted by the **SCHOOL DISTRICT**, during the term of this contract. In the event of the death of the employee during the term of this contract, earned but unpaid salary or other monies will be disbursed to the authorized representative of the **SUPERINTENDENT'S** estate in accordance with Georgia law.

(b) **MEDICAL AND HOSPITAL INSURANCE/LIFE INSURANCE:** **SCHOOL DISTRICT** shall make available to **SUPERINTENDENT** family health insurance coverage (including dental and vision) and life insurance coverage on the same basis as available to other Bulloch County Board of Education teachers and administrators.

(c) **VACATION (ANNUAL LEAVE) AND SICK LEAVE:** **SUPERINTENDENT** shall receive the following additional benefits to be earned on an annual basis:

(1) **HOLIDAYS:** The **SUPERINTENDENT** shall be entitled to any and all holidays in accordance with the board-approved system calendar.

(2) **VACATION LEAVE:** **SUPERINTENDENT** shall be entitled to fifteen (15) vacation days with pay per contract year as of the effective date of this contract. The **SUPERINTENDENT** shall also be entitled to accrue vacation days on the same basis as other full-time certificated employees of the **SCHOOL DISTRICT**, and

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accumulate unused vacation days. In the event the **SUPERINTENDENT** has unused vacation days at the time his employment with the **SCHOOL DISTRICT** terminates, he shall be paid at the rate of his current salary for each day of unused accumulated vacation days.

(3) **SICK LEAVE:** The **SUPERINTENDENT** shall be entitled to accrue and accumulate sick leave on the same basis as other full-time certificated employees of the **SCHOOL DISTRICT**.

(d) **RETIREMENT BENEFITS:** **SUPERINTENDENT** shall be entitled to such retirement benefits as may be generally available through the state of Georgia.

(e) **PROFESSIONAL DEVELOPMENT:** Pursuant to Section 505-2-.10 of the Rules and Regulations of the State Board of Education, the **SCHOOL DISTRICT** shall promptly request a permit from the State Board to enable the **SUPERINTENDENT** to perform his duties as a district school Superintendent. The **SCHOOL DISTRICT** further agrees to comply with all other requirements set forth in Section 505-2-.10, including the development of a Profession Development Plan.

SCHOOL DISTRICT agrees to budget and pay for the professional dues and subscriptions of **SUPERINTENDENT** necessary for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for the continued professional participation, growth and advancement and for the good of the **SCHOOL DISTRICT**. The **SUPERINTENDENT** shall submit once per year a list of such organizations, associations and subscriptions to

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the Board of Education for approval. All such memberships and subscriptions shall be school related.

(f) **INSURANCE:** The Board shall provide the **SUPERINTENDENT** with professional liability insurance which shall include errors and omission insurance.

(g) **TRAVEL ALLOWANCES:** **SCHOOL DISTRICT** shall budget and pay for the travel and subsistence expenses for **SUPERINTENDENT** for professional and official travel, meetings and occasions adequate to continue the professional development of **SUPERINTENDENT** and to adequately pursue necessary official and other functions for the **SCHOOL DISTRICT**. **SCHOOL DISTRICT** also agrees to budget and to pay for the travel and subsistence expenses of **SUPERINTENDENT** for short courses, institutes and seminars that are necessary for his professional development and for the good of the **SCHOOL DISTRICT**.

(h) **DEATH:** In the event of the death of the **SUPERINTENDENT** during the term of this contract, the **SCHOOL DISTRICT** shall pay to his estate all accrued salary and benefits through the date of his death, compensation for any vacation days which may have accrued, plus thirty (30) days of salary and shall have no further obligations thereafter.

III. **DISMISSAL OR DISCHARGE:**

(a) **SANCTION GROUNDS:** **SUPERINTENDENT** shall be subject to dismissal or suspension by the Board of Education of **SCHOOL DISTRICT** for any of the following:

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- (1) Incompetency
- (2) insubordination
- (3) willful neglect of duties
- (4) immorality
- (5) inciting, encouraging or counseling students to violate any valid state law, municipal ordinance or policy or rule of the local Board of Education or State Board of Education
- (6) failure to secure and maintain necessary educational training
- (7) failure to comply fully with any warranty set forth in Section V hereof
- (8) failure of **SUPERINTENDENT** to obtain, earn, receive, possess, acquire and maintain in full force all professional certificates and other education requirements and endorsements required by law within two (2) years from the date of this agreement, the Board of Education of the **SCHOOL DISTRICT**, the Professional Standards Commission, or the State Board of Education now existing or as may reasonably be required hereafter
- (9) inability of **SUPERINTENDENT** to be bonded, or
- (10) any other good and sufficient cause.

IV. **DUTIES:**

The **SUPERINTENDENT** shall be employed as **SUPERINTENDENT** of the **SCHOOL DISTRICT** and shall direct all administrative and supervisory personnel of the **SCHOOL DISTRICT** and all other District personnel. The **SUPERINTENDENT** shall provide leadership to all administrative and supervisory personnel of the **SCHOOL**

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DISTRICT and shall maintain a positive working relationship with and working environment for all District personnel. The **SUPERINTENDENT** shall provide leadership in developing, achieving and maintaining the best possible educational programs and services for the **SCHOOL DISTRICT** and shall oversee and administer the use of all resources, facilities, property and funds. **SUPERINTENDENT** shall be the Chief Executive Officer of **SCHOOL DISTRICT** 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 State Board of Education as amended from time to time, the job description now in effect for the **SCHOOL DISTRICT** and as may be revised from time to time by the Board of Education, Federal Law and Regulations as revised, amended and supplemented from time to time, the job description for the position of **SUPERINTENDENT** submitted to **SUPERINTENDENT** before or at the time of application, and such other reasonable duties not included in the foregoing and as may be required by the **SCHOOL DISTRICT** from time to time. **SUPERINTENDENT** shall devote his full time to the performance of his duties hereunder and shall not engage in any other employment or business but **SUPERINTENDENT** may participate in professional organizations for educators and hold office in such organizations and fulfill the duties incident thereupon so long as such activities do not unduly interfere with the performance of **SUPERINTENDENT'S** duties hereunder. Nothing herein shall prevent the **SUPERINTENDENT** from investing in stocks, bonds, securities, real estate, commodities or other forms of passive investments so long as such investments do not require the **SUPERINTENDENT's** services in the

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operation or management of such ventures.

V. **WARRANTIES AND REPRESENTATIONS OF SUPERINTENDENT:**
SUPERINTENDENT warrants and represents as follows:

(a) The **SUPERINTENDENT** covenants and warrants that he possesses all of the qualifications that are required by law to serve as a District Superintendent, and that he will timely accomplish obtaining a permit from the State Board of Education as a district school **SUPERINTENDENT**. The **SUPERINTENDENT** agrees to maintain throughout the term of this agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of Education. He further agrees to subscribe to and take proper oath of the office before entering upon his duties.

(b) That **SUPERINTENDENT** has never suffered revocation of any educational professional license or certificate nor voluntarily surrendered same where charges or potential charges were pending or imminent.

VI. **EVALUATION:**

The Board of Education shall evaluate and assess in writing the performance of the **SUPERINTENDENT** each year during the term of his contract. The evaluation shall be conducted pursuant to the requirements of the Official Code of Georgia, § 20-2-210, using a superintendent evaluation instrument selected by the Board. The **SUPERINTENDENT** shall be provided with a copy of the written evaluation results prior to any determination by the Board that the performance of the **SUPERINTENDENT**


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is unsatisfactory in any aspect or that the **SUPERINTENDENT** needs improvement in any area of the **SUPERINTENDENT'S** responsibilities and duties. Should such a determination be made, it shall be described in a written report, along with the basis for the determination that there has been unsatisfactory performance or areas needing improvement and shall include recommendations or directives as to how the **SUPERINTENDENT** shall improve his performance. A copy of the report, along with the supporting evaluation, shall be delivered to the **SUPERINTENDENT** and the **SUPERINTENDENT** shall have the right to write a response to the report to be included as an attachment to the report and evaluation and to be included in the **SUPERINTENDENT'S** personnel file. The performance evaluation and any professional development plan or report shall be kept confidential by all Board members.

The Board of Education of **SCHOOL DISTRICT** shall annually evaluate **SUPERINTENDENT** as required or authorized by law, but the failure of Board to prepare or implement any professional development or other remedial plan or to first give 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. The dates and frequency of the **SUPERINTENDENT'S** evaluation(s) shall be within the complete discretion of the **BOARD**; provided, however, that parties agree that at least one formal evaluation shall be conducted during each school year during the duration of this contract and that a copy of the evaluation results shall be provided to the **SUPERINTENDENT** on a timely basis.

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VII. **BOND:**

As required by law, **SUPERINTENDENT** shall give bond with good corporate surety in the minimum amount of \$500,000.00 to be approved by the Board of Education and the cost thereof shall be paid for by the **SCHOOL DISTRICT**.

VIII. **NO TENURE, DISMISSAL AND SUSPENSION:**

(a) **TENURE:** The position of **SUPERINTENDENT** is not subject to any tenure, civil service or other system or employment arrangement whereby a **SUPERINTENDENT** by serving a term or any part thereof under one or more contracts acquires any right to continued employment beyond a current contract term, except as specified herein. No member of the Board of Education nor any official of the **SCHOOL DISTRICT** has any authority to offer or confer such rights or to represent or warrant the availability thereof.

(b) **PROCEDURES:** Before dismissal or termination of contract or suspension for any period of time, **SUPERINTENDENT** shall be given a written statement of charges in sufficient detail to enable **SUPERINTENDENT** to determine the nature of the grounds for the dismissal or suspension action. **SUPERINTENDENT** shall be required to file written response thereto within 7 days setting forth the contentions of **SUPERINTENDENT** and stating distinctly any special defenses. Either party may request a pre-hearing conference for the purpose of simplifying issues and making arrangements for an exchange of witnesses' names and documents and other determinative evidence. The hearing will be held before the Board of Education. The

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Board of Education may select, at its option, an impartial and disinterested member of the State Bar of Georgia to preside over the hearing. The procedures shall comply with Ga. Code Annotated 20-2-940 or as it may be amended.

(c) **HEARING:** The hearing shall be held at a convenient place having facilities suitable for such hearings and for attendance by members of the public after at least 5 days' notice of the time and place.

(d) **DECISION; APPEAL THEREOF:** The Board of Education shall review the record of the hearing and shall render its decision in writing within 10 days of the date it received the record. The decision of the Board of Education shall be based solely on the record made at the hearing and the Board shall not consider any other evidence in making its decision. The decision of the Board of Education shall be final except in those decisions which may be appealed to the State Board of Education according to Georgia Code Annotated or State Board regulations.

(e) **SUSPENSION; BUYING CONTRACT:** Notwithstanding anything else herein to the contrary, the Board of Education may suspend **SUPERINTENDENT** with pay pending a hearing but if any delay in the hearing is caused by **SUPERINTENDENT** whether due to lack of preparation, sickness or otherwise, **SUPERINTENDENT** shall not be paid for such period of delay.

While the Board of Education is under no duty to do so, it may also buy out **SUPERINTENDENT'S** contract without cause and at any time. If the Board of Education elects to buy out the **SUPERINTENDENT'S** contract, the buy-out price shall be the value

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of the **SUPERINTENDENT'S** monthly salary for a twelve (12)-month period, or such shorter period if less than twelve (12) months remain under his contract term. The buy-out price shall be based only on the monthly salary set forth in Item 2(a).

IX. INTERPRETATION:

This contract shall be interpreted in accordance with the laws of Georgia.

X. INVALIDITY:

If during the term of this contract any specific clauses, paragraph, section or other portion of this contract are determined to be illegal or invalid under the laws of the state of Georgia or of the United States, the remainder of the Contract not affected by such ruling or determination shall remain in full force and effect.

XI. INDEMNIFICATION:

To the extent permitted under Georgia law, the **SCHOOL DISTRICT** agrees that it shall defend, hold harmless, and indemnify **SUPERINTENDENT** from any and all demands, claims, suits, actions, and legal proceedings (including reasonable attorney's fees) brought against **SUPERINTENDENT** in his individual capacity or in his official capacity as agent and employee of the **SCHOOL DISTRICT**, provided the incident arose while **SUPERINTENDENT** was acting within the scope of his employment and excluding criminal liability/litigation. **SCHOOL DISTRICT** and **SUPERINTENDENT** agree that in no case will individual **BOARD** members be considered personally liable for indemnifying **SUPERINTENDENT** against such demands, claims, suits, actions and legal proceedings.

XII. NOTICES:

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All notices required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested, to the parties at the following addresses or to such other addresses as either may designate in writing to the other party.

To the **SUPERINTENDENT**:

Charles G. Wilson, Jr.
107 Woodlawn Drive
Statesboro, Georgia 30458

To the **SCHOOL DISTRICT**:

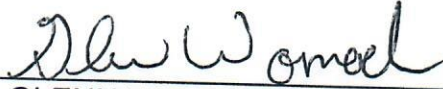
Chair of the Board of Education
Bulloch County Board of Education
150 Williams Road
Statesboro, Georgia 30458

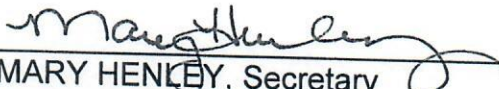
IN WITNESS WHEREOF, this contract has been executed on behalf of **SCHOOL DISTRICT** by its duly authorized officials and its official seal attached hereto and **SUPERINTENDENT** has hereto set his hand and seal on the date and in the year first above mentioned.

[SIGNATURES ON FOLLOWING PAGE]



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BULLOCH COUNTY SCHOOL DISTRICT

BY: 
GLENN WOMACK, Chairman
Bulloch County Board of Education



ATTEST: 
MARY HENLEY, Secretary
Bulloch County Board of Education

Signed, sealed and delivered
in the presence of:


Witness

Notary


CHARLES G. WILSON, JR.

Signed, sealed and delivered
in the presence of:


Witness

Notary