

**CONTRACT OF EMPLOYMENT**  
**SUPERINTENDENT OF SCHOOLS**

This employment contract is made and entered into this 17th day of October, 2023 by and between the **NEWTON COUNTY BOARD OF EDUCATION** [hereafter referred to as "Board"] and **DR. DUKE BRADLEY, III** [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 Newton County School System pursuant to the following terms and conditions:

1. Term. The Superintendent shall serve a three-year term beginning on October 24, 2023 and ending October 23, 2026.

2. Duties. The Superintendent shall perform all of the duties of the Superintendent of Schools of the Newton County 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.

(i) The Superintendent will obtain and continue to hold valid certification as required by the Professional Standards Commission of Georgia to fill the position of superintendent.

3. Compensation. The Superintendent shall be paid an annual salary of \$220,000 in equal monthly installments. Increases in salary or benefits may be negotiated with or granted by the Board at any time but will be discussed each year at the time of the Superintendent's evaluation. 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 and Other Expenses. The Board shall pay to the Superintendent the amount of \$750 per month to defray automobile expenses incurred in connection with travel associated with business of the School District and other expenses incurred in connection with the performance of his duties. In addition, the Board shall directly pay on behalf of or reimburse the Superintendent for any and all out-of-pocket expenses for travel expenses such as lodging and meals while traveling in connection with 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 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 and the Georgia School Superintendents 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. During the term of this contract, the Superintendent shall initially be entitled to 15 days of paid vacation days, to be used at the Superintendent's discretion and for any reason, except that the Superintendent shall not schedule any vacation day that conflicts with a previously scheduled regular or special called Board meeting or otherwise conflicts with a previously scheduled duty or responsibility. Thereafter, the Superintendent shall accrue vacation days in the same manner as other twelve-month employees. At the end of each calendar year during the term of this contract, the Superintendent shall be eligible to be paid up to 10 unused vacation days. Not less than 30 days prior to the end of each calendar year during the term of the contract, the Superintendent shall notify the Chair of the Board of Education of the number of unused vacation days that the Superintendent wishes to be paid for. Any vacation days not paid for or not eligible to be paid for, will carryover.

8. Insurance and retirement. The Superintendent will be entitled to all insurance and other employee benefits awarded to all other twelve-month administrative employees of the system. In addition, the Board will pay, on behalf of the Superintendent, any additional premium or cost for coverage of the Superintendent and his/her family pursuant to the State Health Benefit Plan and will pay any additional premium or cost for family coverage under the dental/hearing/optical plan available to employees of the school system. The Board shall pay, on behalf of the Superintendent, \$7,000 each year toward a Tax Sheltered Annuity of the

Superintendent's choice.

9. Medical Examination. The Superintendent agrees to have a complete medical examination not less than once every two years and no more than once a year. The report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent, but the physician shall also inform the Board, in writing, as to the Superintendent's medical fitness to perform his duties. The Superintendent will sign any documents necessary to authorize the physician to provide this report and it will be confidential to the extent allowed under Georgia law. Any costs of the examination not covered by insurance will be paid by the Board.

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. Each year, at the time of, and in connection with, the Superintendent's evaluation described in paragraph 6 above, the Superintendent and Board shall discuss whether to extend the contract for an additional year or make any other modifications to the contract. The employment contract may be terminated by: (A) Mutual agreement of the parties; (B) Disability of the Superintendent: The Board may

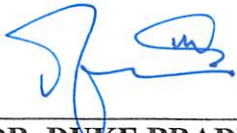
terminate this contract by written notice to the Superintendent at any time after he has been disabled by illness or incapacity for a period of ninety (90) consecutive calendar days. If a question exists concerning the capacity of Superintendent to return to his duties, the Board may require him to submit to a medical examination to be performed by a licensed physician. The Board shall assume the cost of such medical examination. Upon such termination, the Board shall pay to the Superintendent the accrued salary and benefits through the date of the notice plus six months pay and benefits; (C) Discharge for cause: Cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to, incompetency, insubordination, willful neglect of duties, immorality, inciting, encouraging or counseling students to violate a valid state or federal law, policy or rule of the local Board of Education, failure to secure and maintain necessary educational training, committing a criminal act and for serious violations of the Professional Standards Commission Code of Ethics or Board Policy. Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Board and discuss such causes. If the Superintendent chooses, he may be accompanied by legal counsel at such meeting, at his own expense. Such meeting shall be conducted in executive session, to the extent allowed by Georgia law, and the Board will provide a written statement of its action as to the termination of the contract, if some other agreement is not reached between the parties as a result of that meeting; (D) Death of the Superintendent. In the event of the death of the Superintendent during the life of this contract, (i) all future obligations of the Board shall cease and (ii) the Board shall pay to this estate the accrued salary and benefits through date of death and the vacation pay to which he would have been entitled; (E) Termination by the Board Without Cause. The Board may unilaterally terminate this agreement at any time, without cause, by agreeing to pay to the Superintendent the full balance of any and all annual base salary due

the Superintendent in accordance with paragraph 3 above for the balance of the contract term, not to exceed two full years of salary.

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 Newton County Board of Education at a public meeting duly held on the 17<sup>th</sup> day of October, 2023.

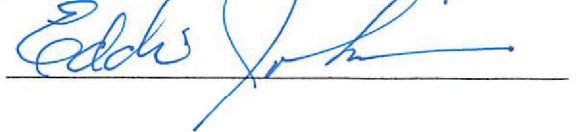
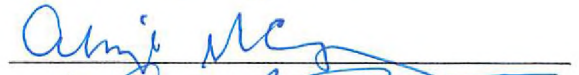
**NEWTON COUNTY BOARD  
OF EDUCATION**



DR. DUKE BRADLEY, III



CHAIR



MAREA SHEPPARD  
NOTARY PUBLIC  
Newton County  
State of Georgia  
My Comm Expires November 27 2026