

March 23, 2015

MEMO TO: Certified Instructional, Supervisory, and Administrative Personnel

FROM: Mr. Michael Thurmond, Superintendent

REFERENCE: Employment Contract for the 2015-2016 School Year

On behalf of the DeKalb County Board of Education, I am proud to offer you an employment contract for the 2015-2016 school year.

With your help, we are stabilizing the District and creating a culture of trust and transparency among all stakeholder groups. We are now one step away from full accreditation by AdvancED SACS/CASI and our 22 high schools recently earned full accreditation from the Georgia Accrediting Commission.

Last year, the District restored all teacher furlough days and allocated a 1% Cost of Living Adjustment (COLA). Additionally, we have continued to build the fund balance with an anticipated surplus of over \$50 million by June 30, 2015. This year we will continue to invest in our teachers and support staff by providing an additional pay raise for the 2015-2016 school year.

Your contract is printed with your current annual salary. Upon final adoption of the FY2016 budget your annual salary will be adjusted to reflect any Board approved increases.

Employees are encouraged to seriously consider the legal implications associated with signing an employment contract. A release from your contract will only be considered with written documentation based upon contract release stipulations. Your contract of employment is with the District and not a particular school.

The contract offer is valid for a minimum of ten calendar days from the date of receipt. Failure to accept your contract offer by the stated deadline will be considered as a notice to terminate your employment with the DeKalb County Board of Education at the end of the current school year.

Thank you for your outstanding contributions to the DeKalb County School District. I encourage you to continue the important work of inspiring and educating our children.

STATE OF GEORGIA
COUNTY OF DEKALB

This contract is made and entered into by and between _____ (hereinafter the "Employee"), and the DeKalb County Board of Education (hereinafter the "Board").

This document is delivered to the Employee on 03/23/2015 and shall be considered for acceptance by the Superintendent and the Board only if signed by the Employee and returned by 04/02/2015. Failure to return this document by the required date shall be deemed a rejection of the offer of employment for the 2015-2016 school year and shall be considered as notice of the Employee's decision to resign his/her employment with the Board at the end of Employee's current contract of employment.

Pursuant to the terms, conditions, and agreements hereinafter expressed, which are mutually acknowledged to be of good and sufficient consideration, the Board hereby agrees to employ the Employee, and the Employee hereby accepts a contract salary for the 2015-2016 school year at the salary rate of \$44,795.21 ANNUALLY, based upon the work calendar approved for this position by the Board.

This contract salary may be decreased according to any decrease in the State Salary Schedule or any significant decrease in funds from any source due to unforeseen shortfalls in revenue below revenue amounts projected at the time of this contract so as to justify a reduction in the amount for salaries. The rate is also subject to an adjustment upward or downward according to the Georgia Quality Basic Education Act, O.C.G.A. § 20-2-130, et seq., applicable to the classification and type of service to which the Employee has been assigned. The Board shall have no obligation to make up any deficit beyond such sum as may become uniformly applicable to all employees of the same group, classification, type and length of service. The Board and the Employee agree that the salary shall be subject to an adjustment on a pro rata basis for the number of days the Employee does not work during the scheduled days of duty due to late employment, temporary relief from duty by Board action, absence without approval, non-compensated absence with approval, absence when there is no accumulated leave benefit to cover such absence, early separation, or adjustment in official work schedules by Board action. If fewer than twenty (20) days of service are rendered under this contract, the daily rate of pay shall be adjusted to that of a substitute teacher, retroactive to the beginning date of employment under this contract. If the Employee is unable to obtain or maintain proper certification, then the Employee's daily rate of pay shall be adjusted to that of a substitute teacher retroactive to the beginning date of employment under this contract, or to the date the certificate of the Employee became invalid, whichever was more recent. This contract is contingent upon the Employee securing and continuing to hold a valid, in-field, highly qualified certificate issued by the Professional Standards Commission. If, at any time, it is determined or revealed that the Employee is without, or did not have, a valid in-field, highly qualified certificate during any portion of the contract period, then this contract may be terminated at the sole discretion of the Board. In the event the Employee is unable to hold a valid, in field, highly qualified certificate, then the teacher must provide a written resignation to the Board within three days of the expiration of the in-field teaching certificate. Failure of the Employee to provide a written resignation to the Board will be considered a breach of professional conduct and this contract may be terminated, pursuant to O.C.G.A. § 20-2-940, et seq., at the sole discretion of the Board.

The Board and the Employee agree that, if the Employee is assigned as a classroom teacher, then the Employee will teach the curriculum as designated by the Board and will be evaluated based on the Teacher Keys Effectiveness System in accordance with O.C.G.A. § 20-2-210, all applicable rules of the State Board of Education, and the Implementation Handbook for TKES.

The Board and the Employee agree that, if the Employee is assigned as a principal or assistant principal, the annual evaluation will be based on the Leader Keys Effectiveness System in accordance with O.C.G.A. § 20-2-210, all applicable rules of the State Board of Education, and the Implementation Handbook for LKES.

The terms and conditions of this contract are made expressly subject to the provisions of the Constitution and the laws of the State of Georgia relating to public education and the appropriations thereunder. The Employee agrees to accept the rights and responsibilities and to abide by the rules, regulations, administrative procedures, and policies of the DeKalb County School District (hereinafter the "District") administration, the Board, the Georgia Board of Education, and the Professional Standards Commission in effect at the time of the execution of this contract or thereafter enacted or amended.

The Employee agrees to furnish in writing and under oath such information (including medical information) as the Board reasonably may request from time to time pertaining to the Employee's competence and fitness to perform assigned duties. The Board and the Employee further agree that the Employee shall submit to a complete physical and/or mental examination by the physician(s) designated by the Board, if the Board so directs. If the Board so directs the Employee to submit to such examination, then the Board is to bear all expenses of the examination.

This contract of employment shall not be terminated by the Employee without the written consent of the Board. In the event that the Employee does seek to terminate this contract, whether by formal notice or by willful failure or refusal to continue teaching, without such written consent, the Board may report this breach to the Professional Standards Commission.

The Board and the Employee agree that the Board, through the delegation of authority to the Superintendent, shall have the right to transfer the Employee at any time from one position to another in order to promote efficiency or to serve the needs of the District.

The Employee hereby certifies that no contract has been signed with any other board of education covering any part, or all, of the 2015-2016 contract year.

Except in situations in which the District, in its sole discretion, deems to be an emergency, the Employee shall not terminate this contract without the written consent of the District. In the event that the Employee terminates this contract, whether by formal notice or the failure or refusal to continue to perform assigned duties, without such written consent, the District may give notice of such termination to the Professional Standards Commission. Due to the uncertainty and impossibility of accurately establishing the actual damages that the District will suffer as a result of the Employee's wrongful termination of this agreement, Employee shall pay to the District the sum of seven hundred and fifty dollars (\$750.00) as liquidated damages. Employee further agrees that seven hundred and fifty dollars (\$750.00) is a reasonable estimate of the actual damages including but not limited to costs of recruitment, advertising, professional development, and interviewing potential candidates, the District will suffer in the event of Employee's wrongful termination of this agreement and agrees that this amount may be deducted from the Employee's final paycheck or any other funds owed to the Employee that are in District's possession or control. The District, however, further agrees that it will not make any deduction that will reduce the Employee's wages below minimum wage required by law.

In the event that any term, covenant, condition, agreement, section, or provision in this Contract shall be deemed invalid or unenforceable, this Contract shall not terminate or be deemed void or voidable but shall continue in full force and effect and there shall be substituted for such stricken provision a like but legal and enforceable provision which most nearly accomplishes the intention of the Parties hereto.

This contract shall become effective and be binding on both parties upon execution by the Superintendent and approval by the Board, as provided in O.C.G.A. § 20-2-211(a).

THE SIGNATURES BELOW MUST BE COMPLETED IN ACCORDANCE WITH GEORGIA CODES.

IN WITNESS WHEREOF, the Employee and the Board have caused this contract to be duly executed intending to be bound thereby.

X _____
Signature of Employee

Date

DeKalb County Board of Education,

Date