

**FLOYD COUNTY SCHOOLS**  
**INTERIM SUPERINTENDENT INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor services contract (hereinafter "Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2015, is entered into by and between the **Floyd County Board of Education**, (the "Board"), and **John A. Jackson**, (the "Interim Superintendent").

**WHEREAS**, the Board desires to temporarily retain the services of an Interim Superintendent, and the Interim Superintendent wishes to offer and perform services for the Board solely in his capacity as an Independent Contractor, pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, for and in consideration of the terms and conditions, and agreements herein contained, the Board and the Interim Superintendent expressly agree as follows:

**SECTION 1. TERM.** The term of this Agreement shall begin on the \_\_\_\_\_ day of September, 2015 and expire on December 31, 2015; provided however, the term of this Agreement shall be automatically extended on a month-to-month basis, unless otherwise canceled or terminated by the parties as set forth hereinbelow. Specifically, the parties contemplate that the Interim Superintendent will remain engaged as an independent contractor and will continue to serve as interim superintendent under the general oversight of the Board until such time as the Board names and appoints a new Superintendent for Floyd County Schools along with his and/or her commencement date, whereupon this Agreement shall be automatically terminated.

**SECTION 2. CERTIFICATION & NO TENURE.** The Interim Superintendent shall at all times hold and maintain a valid Georgia Professional Standards Commission certificate required to fill and maintain the position of Superintendent, and the parties recognize and agree that no right of continued employment beyond December 31, 2015, is created by any of the terms of this Agreement. No right of tenure is created by this Agreement, and no property interest, express or implied, is created in continued employment beyond the initial contract term, which expires on December 31, 2015.

**SECTION 3. RESPONSIBILITIES OF THE SUPERINTENDENT.** (i) The Interim Superintendent will be the chief executive officer of the Floyd County School District, and he shall faithfully perform the duties of the Superintendent of Schools as prescribed by lawful Board directives, state and federal laws, district policy, rules, and regulations as they exist or may hereinafter be amended or assigned by the Board. The Interim Superintendent shall have charge of the administration of the Floyd County Schools under the oversight of the Board of Education. He shall direct and assign system employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school system; shall from time to time recommend policies, regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties, consistent with the Office of Superintendent, as may be prescribed by the Board from time to time.

(ii) The Interim Superintendent shall faithfully devote his time and efforts on behalf of and for the benefit of Floyd County Schools, shall provide services at Floyd County Schools on all

regularly-scheduled work days, and shall faithfully and energetically implement the policies, regulations, orders and directions of the Board. The Interim Superintendent shall at all times keep the Board advised of laws, regulations, orders, circumstances, and actions of the State and State Board of Education, and appropriate federal authorities which have bearing upon the proper governing of the public school system; and shall supply such other information as the Board may require of him. The Board, individually and collectively, shall refer all substantial criticisms, substantial complaints, and meaningful suggestions called to its attention to the Interim Superintendent for study and recommendation. All official directives shall be reflected in the minutes of an official Board meeting.

(iii) The Interim Superintendent, or his designee shall serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered. The Interim Superintendent shall be expected to attend all Board meetings, Board work sessions, and any Board committee meetings.

(iv) The Interim Superintendent shall recommend all employees for employment by the Board and shall direct and supervise all employees. The Interim Superintendent shall require such reports as he may deem necessary from principals, supervisors, teachers or other employees, and shall furnish to the Board and/or the state school superintendent all reports that may be needed or required. The Interim Superintendent shall perform all services hereunder in a professional manner and in accordance with all applicable laws, requirements, and regulations and in conformity with the terms and provisions of the Floyd County Schools Charter System Contract.

**SECTION 4. FULL-TIME ENGAGEMENT.** The Interim Superintendent shall devote his full professional time, attention, and energy to the business and affairs pertaining to the operation of the Floyd County School District.

**SECTION 5. COMPENSATION.** The gross base salary to be paid to the Interim Superintendent for his professional services during the term of this Contract shall be the principal amount of \$12,329.67 (Twelve Thousand Three Hundred Twenty Nine and 67/100 Dollars) per month ("Monthly Salary"), which amount shall be paid to the Interim Superintendent once a month. If the term of this Agreement commences or ends on any day other than the first or last day of the month, the Monthly Salary shall be prorated accordingly. The Monthly Salary will be paid at least monthly in accordance with Floyd County Schools' payroll policies.

**SECTION 6. HOUSING ALLOWANCE.** In addition to the compensation provided in Section 5, the Board shall pay the Interim Superintendent a housing allowance in the amount of \$3,572.40 (Three Thousand Five Hundred Seventy Two and 40/100 Dollars) per month ("Housing Allowance") by paying said sum directly to the Interim Superintendent. The parties acknowledge and agree that if the term of this Agreement commences or ends on any day other than the first or last day of the month, the Housing Allowance payment shall be prorated and reduced accordingly.

**SECTION 7. TAXES AND INDEMNIFICATION.** The parties acknowledge and agree that the Interim Superintendent has requested that he be treated and classified solely as an

independent contractor, and as such the Board shall not make any tax withholdings or deductions of any kind from the Monthly Salary payments or from the Housing Allowance payments referenced above in Sections 5 and 6, and the Interim Superintendent shall receive a tax form 1099 from the Board. The Interim Superintendent expressly acknowledges and agrees that he shall be solely responsible for any and all FICA and/or social security payments and/or other tax obligations and liabilities that may arise from or be incurred arising from or related to any and all payments made to him by the Board or made to him by the Floyd County School District. The Interim Superintendent expressly agrees to hold harmless and indemnify the Board and the Floyd County School District from and against any and all federal and/or state tax consequences, penalties, fines, interest, or tax liabilities, if any, arising from or related to any and all payments made to him under this Agreement, including indemnifying the Board and Floyd County School District for any costs and attorney fees incurred as a result of or arising from or related to having to respond and/or defend any such tax-related and/or department of labor taxes, fines, penalties, or claims of any kind.

**SECTION 8. NO BENEFITS.** The parties acknowledge that the Interim Superintendent is filling a temporary position and that, except as set forth in Sections 5 and 6 above, the Interim Superintendent shall not be entitled to any other payments, compensation, benefits, allowances, paid vacation leave, paid sick leave, and the Interim Superintendent shall not be eligible to participate in any fringe benefit programs offered by the Board, including but not limited to, medical insurance, retirement plans (including Georgia's teacher retirement system), health savings accounts, or other benefit-related programs or opportunities.

**SECTION 9. TERMINATION OF AGREEMENT.** This Agreement may be permissibly terminated by the parties under the following circumstances or terms:

(a) Mutual written agreement of the Parties: The Parties may mutually agree to terminate this Contract at any time under such terms as may be agreed upon by the Parties;

(b) Physical or mental disability of the Interim Superintendent which prevents him from performing the essential functions of his job for a period exceeding ten (10) business days;

(c) By the Board at any time upon five (5) business days advance written notice to the Interim Superintendent, without or without cause;

(d) By the Interim Superintendent upon forty-five (45) business days advance written notice to the Chairman of the Board, with or without cause;

(e) By either party for a breach of this Contract, if such breach remains uncured for thirty (30) days after the breaching party's receipt of a written notice from the non-breaching party setting forth the provisions hereof which have been breached;

(f) Upon the commencement date of the new Superintendent of Schools, as appointed and as announced by the Board; and

(g) The Board shall have the right to immediately and unilaterally terminate this Contract at any time "for cause." As used herein, a discharge or termination "for cause" shall mean: (1) any arrest for and/or any conviction of, or plea of nolo contendere to, charges or allegations involving of commission of any felony; (2) the arrest or commission of any act of moral turpitude, as defined by Georgia law, or any other acts of misconduct of any kind, including any criminal activity and/or employment discrimination or harassment, which negatively impacts or reflects upon the Board, as determined by the Board in its sole and absolute discretion; (3) fraud or dishonesty in connection with the Interim Superintendent's performance hereunder, as determined by the Board in its sole and absolute discretion; (4) failure on the part of the Interim Superintendent to comply with Board policy or directives from the Board, as determined in the sole and absolute discretion of the Board.

In the event of termination of this Agreement for any of the reasons specified above in Section 9, the Board or Floyd County School District shall not be liable to the Interim Superintendent for any amounts or for any payments set forth in Sections 5 and 6, above, beyond the actual time period for which the Interim Superintendent works, and the Superintendent hereby forfeits, relinquishes, waives and releases any and all other claims or potential claims against the Board and/or School District arising from or related to the termination of this Agreement.

**SECTION 10. SAVINGS CLAUSE.** If, during the term of this Agreement, it is found that a specific clause of the contract is illegal or unenforceable under federal or state laws, the remainder of this Agreement shall remain in full force and effect.

**SECTION 11. CHOICE OF VENUE.** Any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought in any state court located in the County of Floyd, State of Georgia, and each party hereto hereby consents to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

**SECTION 12. GOVERNING LAW.** This Agreement shall be governed by, construed under, enforced, and interpreted in accordance with, the laws of the State of Georgia, without regard to the conflicts-of-law rules of any state.

**SECTION 13. THIRD PARTY BENEFICIARIES.** Floyd County Schools and the Floyd County School District are intended third-party beneficiaries to this Agreement.

**IN WITNESS WHEREOF,** the Interim Superintendent, and all five members of the Floyd County Board of Education hereunto expressly approve and execute this Agreement by signing below.

[Signatures On Next Page]

**WITNESS** our hands and our seals:

\_\_\_\_\_  
George Bevels, Chairman of Board

\_\_\_\_\_  
John A. Jackson, Interim Superintendent

\_\_\_\_\_  
David Cox, Vice Chair

\_\_\_\_\_  
Tony Daniel, Board Member

\_\_\_\_\_  
Chip Hood, Board Member

\_\_\_\_\_  
Jay Shell, Board Member