

**EVANS COUNTY BOARD OF EDUCATION
CONTRACT OF EMPLOYMENT**

This employment contract is made and entered into this 8th day of January 2024, between the **EVANS COUNTY SCHOOL DISTRICT**, acting through the **EVANS COUNTY BOARD OF EDUCATION**, hereafter referred to as the "Board" or "District" and **Dr. Martin G. Waters**, hereafter referred to as the "Superintendent".

In consideration of the mutual promises contained herein, the Board employs the Superintendent and the Superintendent accepts continued employment as Superintendent of Schools of the Evans County School System pursuant to the following terms and conditions:

1. TERM

A. CONTRACT LENGTH The term of this contract shall be for a period commencing on January 1, 2024, and ending on December 31, 2026, unless further extended or sooner terminated as hereinafter provided.

B. NOTIFICATION Each party shall notify the other of its/his intention to renew or not renew the contract no later than one year prior to its expiration date. As stated further herein, it is contemplated that there may be extensions or renewals of this contract as mutually agreed by the parties.

2. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

A. DUTIES The Superintendent shall be the chief administrative officer of the District and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of Georgia law, federal law and the State Board of Education rules. The specific duties and responsibilities of the Superintendent are part of the school system's policy manual.

B. ADDITIONAL DUTIES The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of Georgia.

C. BOARD REFERRAL The Board, individually and collectively, shall refer all substantial complaints, criticisms, and suggestions called to its attention to the Superintendent for his study and recommendation. However, all Official directions shall be reflected in the minutes of an official Board meeting. The Superintendent shall have the right to attend all Board meetings (except

meetings discussing performance of the Superintendent) and all Board and citizen committee meetings, serve as an ex officio member of all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

3. CERTIFICATION

The Superintendent shall possess a valid certificate to act as superintendent of schools in the State of Georgia during his term of employment with the District.

4. COMPENSATION

A. SALARY The Superintendent shall be paid a monthly salary of \$11,313.59 payable at the end of the month following the month of services rendered. The Superintendent will be expected to work all days other than when on personal leave, sick leave, vacation leave, and holidays. For salary purposes, the daily rate of pay is the monthly salary times 12 divided by 240 days. During the term of this contract, the Superintendent's salary shall be increased by any state mandated increase to the state salary schedule by applying any such percentage increase to his then applicable state salary scale.

B. BENEFITS In addition to annual compensation specified in paragraph 4 of this contract, the Superintendent will be eligible to receive all benefits which now are, or which during the term or any extension of this contract, may be received by any other full time (230 days or more) district employee including but not limited to vacation, sick leave, health, dental, disability, life and other forms of insurance protections; personal leave, retirement programs, tax sheltered annuities, and other retirement benefits. All such benefits, as with other employees, shall be paid by the Superintendent, if he elects to receive them, except for the employer's share of TRS and health benefits which shall be paid by the District.

C. VACATION LEAVE The Superintendent shall receive 25 days vacation time per year, and any unused days may be carried over from year to year, not to exceed 45 days. The Superintendent may elect at any time during or at the end of each school year to receive pay in lieu of any unused days. The Superintendent must give to the Board and Personnel Director reasonable notice of his intent to use vacation days. The Superintendent shall also give notice to the Board and Personnel Director of his election to receive pay in lieu of any unused vacation days.

D. SICK LEAVE The Superintendent shall earn sick leave as other twelve month administrators according to state and local Board policy.

E. REPORTS The Superintendent shall report all absences from duty through the automated leave system and shall cooperate with the appropriate personnel in categorizing all such absences by type of leave used.

F. TRAVEL ALLOWANCE The Superintendent is authorized to incur reasonable expenses in the discharge of duties, included but not limited to expenses for travel and lodging, out of county mileage, and expenses at professional meetings and conferences. These shall be reimbursed by the District. Where state regulations apply, reimbursement will be within state guidelines. All out of state travel and reimbursement must be approved, in advance, by the Board.

G. PROFESSIONAL DUES The Board will pay professional association dues and fees for the Superintendent. This includes membership in AASA, GSSA and GAEL. In addition, the Board will pay membership dues in one local civic club. Other organization dues and memberships must be approved in advance by the Board.

5. PERFORMANCE EVALUATION

The Board shall conduct an annual evaluation of the Superintendent using an agreed upon evaluation instrument. The Board may also evaluate the Superintendent on other performance criteria mutually agreed upon, in writing, by both parties. A copy of the performance evaluation shall be given to the personnel director for inclusion in the personnel evaluation file. The annual superintendent evaluation shall be completed by December 31st of each year. If the evaluation is favorable, the Board shall vote in public session as to whether a one year contract extension should be granted, so as to create a new 3 year contract. This extension vote may be waived upon mutual consent of the Board and Superintendent.

6. INDEMNIFICATION

The Board agrees to provide legal counsel and to indemnify the Superintendent from any and all proceedings, claims, demands, suits, or judgments brought against the Superintendent in his official or individual capacity while acting within the scope of his employment, excluding criminal charges or criminal action. This clause shall not be construed to waive or expand any sovereign immunity applicable to the District.

7. OUTSIDE ACTIVITIES

The Superintendent will be permitted to undertake consultant work, speaking engagements, writings or other professional work, with or without remuneration, so long as such activities do not interfere with the full and faithful

discharge of the Superintendent's duties in the District, and provided such activities are approved in advance by the Board.

8. DISABILITY

If the Superintendent is unable to render the services required of him by reason of sickness or other disability for a period of time extending beyond the Superintendent's sick leave entitlement, the Board shall grant the Superintendent an extended leave of an additional two months at full pay. Upon expiration of two months from the Superintendent's exhaustion of his sick leave entitlement, at the option of the Board and upon written notice to the Superintendent, the Board may grant further leave, with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate his contract.

9. TERMINATION

This contract may be terminated by written agreement between the Board and the Superintendent. This agreement may also be terminated, and the Superintendent may be removed during the term hereof, upon occurrence of any of the following events:

A. The Superintendent shall be unable, by reason of sickness or disability, to discharge the duties and responsibilities specified in the Board policy manual for a period of two consecutive months beyond exhaustion of the Superintendent's accumulated sick leave entitlement, or beyond the period of any extended leave granted by the Board, pursuant to Paragraph 8 above.

B. In the event of the death of the Superintendent during the life of this contract, the Board shall pay to his estate all of the salary he would have earned under this employment contract for a period of three months following the date of his death.

C. The Board may suspend the Superintendent from his duties or terminate this contract with cause only for reasons in accordance with the Georgia Fair Dismissal Law, O.C.G.A. 20-2-940. If the Superintendent should resign or is otherwise terminated, he will be paid all unused annual vacation days at the time of the termination.

D. The Board may terminate this agreement without cause by giving thirty days written notice to the Superintendent and pay as severance pay the balance of amount due under the contract, but not to exceed a total of eighteen months of salary.

E. **NO TENURE** The position of Superintendent is not subject to any tenure, civil service or other system of employment arrangement whereby a Superintendent by serving a term or any part thereof under one or more contracts acquired any right to continued employment beyond a current contract term, and 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 the availability thereof.

10. **WRITTEN AGREEMENT**

This contract shall continue in full force for the term stated herein. Any extension, revision, or change in the contract shall be in the form of an amendment to the contract and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties.

11. **SEVERABILITY**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity and enforceability of any other provision.

This contract is executed by the undersigned pursuant to a vote by the Evans County Board of Education at a public meeting held on the 8th day of January, 2024.

Evans County School District through the
Evans County Board of Education

Wurell Lynn
CHAIR

Amy R. Rogers
WITNESS

[Signature]
SUPERINTENDENT

[Signature]
WITNESS