

STATE OF GEORGIA

COUNTY OF GWINNETT

**CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF GWINNETT COUNTY SCHOOL DISTRICT**

This Employment Contract ("Contract" or "Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between the Gwinnett County Board of Education, a political subdivision of the State of Georgia, hereinafter referred to as "the Board," and Calvin Watts hereinafter referred to as "the Superintendent."

W I T N E S S E T H:

WHEREAS, the Board desires that Calvin Watts be appointed Superintendent of the Gwinnett County School District for a term of two years; and

WHEREAS, the Board at a regularly scheduled and duly published meeting on July 30, 2021, did appoint Calvin Watts to serve a two-year term as the Superintendent of the Gwinnett County School District commencing on August 1, 2021;

NOW, THEREFORE, for the consideration herein specified, the Board and the Superintendent agree as follows:

**ARTICLE I  
PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES  
OF THE SUPERINTENDENT**

A. CERTIFICATION. The Superintendent shall hold a valid certificate issued by the Professional Standards Commission of the State of Georgia.

B. DUTIES. The Superintendent shall perform all of the duties of the Superintendent of Schools of Gwinnett County Public Schools as defined by Georgia law presently in effect or as may become in effect during the term of this contract, and in addition shall perform the following duties:

(1) The Superintendent shall have charge of the administration of the school system under the direction of the Board.

(2) The Superintendent shall implement all policies of the Board, all policies 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.

(3) The Superintendent shall be the chief 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.

(4) The Superintendent shall assume responsibility for the overall planning functions of the school system, to include, but not be limited to, the following:

(a) financial planning of the school system, including preparation of the annual budget and, in accordance with the laws of the State of Georgia, submission of the budget to the Board for review and approval, as well as implementation of a fiscal stewardship plan that includes the development of a strategic five-year financial forecast summary;

(b) facilities and capital planning needs of the school system and development of the five-year facilities program and E-SPLOST capital program;

(c) information management and technology planning and the development of a five-year technology plan for the school system.

(5) The Superintendent shall assume responsibility for the overall human resources and talent management function to ensure a qualified workforce for all divisions of the district and shall recommend to the Board all employees for employment, termination, and assignment or reassignment.

(6) The Superintendent shall act as a liaison between the school system

and the community and be responsible for a program of public relations to create and maintain a wholesome and cooperative working relationship between the schools and the community.

(7) 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.

(8) The Superintendent shall stay abreast of educational trends and developments by reading widely, visiting other systems and participating in appropriate professional organizations, seminars and conferences.

(9) The Superintendent shall ensure that every school within the system provides a quality and effective instructional program in all subject areas taught; shall routinely evaluate through formal, standard processes the effectiveness of every school in meeting academic achievement expectations for the school and the district; and shall provide appropriate leadership that promotes and assists in the advancement of public education.

(10) The Superintendent shall not seek or accept employment, remuneration or an honorarium in any private business or other commercial enterprise during the term of this contract without first seeking approval of the Board.

(11) The Superintendent shall not give a written or oral endorsement to any company or representative for promotional purposes for any periodical or book or product which may be offered for sale to the Gwinnett County School District, schools within the District, parents or students.

**ARTICLE II  
TERM OF AGREEMENT**

- A. The Board, in consideration of the promises of the Superintendent herein contained, hereby employs the Superintendent, and the Superintendent hereby accepts employment for a two-year term as Superintendent of Schools commencing August 1, 2021 and expiring July 31, 2023.
- B. Nothing herein shall be deemed to limit in any way the authority of the Board to terminate the Superintendent for sufficient cause at any time.
- C. Nothing herein shall be deemed to limit the right of the Superintendent to resign voluntarily; provided, however, that such resignation shall be in accordance with Article iii, below.
- D. If this contract is not to be extended beyond July 31, 2023, the Board must give written notice of the same to the Superintendent no later than April 30, 2023, three months prior to the termination date of this Contract. Absent such notice, the Contract shall automatically be renewed for an additional two-year period, with the Superintendent's compensation, benefits, and reimbursements to be determined by the Board following discussion between the parties, provided that the compensation, benefits, and reimbursements will not be lower than in the prior year.

**ARTICLE III  
TERMINATION AND RESIGNATION**

This Employment Contract may be terminated in the following ways:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Disability of the Superintendent.

In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. The Board

may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of sixty (60) days. All obligations of the Board shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his (her) report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.

D. Discharge for Cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to the Board, including breach of contract, and any grounds for termination or suspension set forth in Section 20-2-940(a) of the Official Code of Georgia as the same may be amended from time to time. In the event that the Board wishes to pursue discharge of the Superintendent for cause, the Superintendent shall be entitled to due process as provided for under Georgia law.

E. Termination for the Board's Convenience.

The Board may, at its option, and by a minimum of sixty (60) days written notice to the Superintendent, unilaterally terminate this Employment Contract for its convenience at any time. In the event of such termination, the Board shall pay to the Superintendent severance pay, either all of the aggregate salary he would have earned under this Employment Contract from the actual date of termination to the termination date set forth in this Employment Contract, or a sum equivalent to one years' annual base salary and benefits as stated in Article IV and Article V of this Employment Contract, whichever is

less. In either event, any requirement for a hearing of the reasons for termination are hereby waived by the Superintendent.

F. Death of the Superintendent.

In the event of the death of the Superintendent any and all obligations owed by the Board under this contract shall terminate.

#### **ARTICLE IV COMPENSATION**

The Superintendent's annual base salary will be Three Hundred Eighty Thousand Nine Hundred Seventy-One and 88/100 Dollars (\$380,971.88). In addition, each year as part of his compensation, he will receive a transportation allowance in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per month, an expense allowance in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per month. Each January 1 hereafter for the duration of the contract, the Superintendent's new base salary will be calculated by changing his current base salary by a percentage equal to the change in the average teacher's salary from the previous fiscal year to the current fiscal year- and as reported in the Adopted Budget document for said fiscal year. The Superintendent's compensation and benefits hereunder may not be reduced without the mutual agreement of the Superintendent and Board.

#### **ARTICLE V OTHER BENEFITS**

The Superintendent shall be entitled to all employee benefits, including sick days, and holidays, normal to an employee of the Board and to the extent that they exceed the normal benefits, he shall be entitled to the following:

- A. Reimbursement for expenses of the position, such as travel to and from out

of state and national professional meetings and conventions and registration fees, including the cost of lodging and meals while attending such meetings and conventions.

B. Membership dues to professional and civic organizations pertinent to the position of superintendent deemed beneficial to the Superintendent in the performance of his duties and responsibilities to the Board.

C. Authorization to work off site for up to twelve (12) days per year.

D. The Board shall provide the maximum number of vacation days to the Superintendent that are available under the district vacation policy.

E. The district shall supplement the Superintendent's regular annual compensation by an amount equal to the Superintendent's portion of the monthly member contribution to the Teacher Retirement System of Georgia ("TRSG"). This supplement shall be paid as normal monthly payments for service the right to which accrues on a regular basis in proportion to the service performed. This compensation shall be reported as "creditable compensation" by the district for purposes of TRSG, to the extent permitted by TRSG

F. The District shall provide the Superintendent with a laptop PC and cell phone for use in accordance with Board policy and District procedure.

G. The Superintendent shall be entitled to receive reimbursement for expenses incurred by him in connection with his relocation of his residence to Gwinnett County for a period of three months from the date services commence under this contract in an amount not to exceed Twenty-Nine Thousand Five Hundred and 00/100 Dollars ( \$29,500.00). Costs eligible for reimbursement under this section include the cost of moving, packing and unpacking, storage costs, transportation expenses for his travel to his former residence in Washington, and return to Gwinnett County and temporary housing costs.

**ARTICLE VI  
ANNUAL EVALUATION**

The Board shall evaluate and assess the performance of the Superintendent in his capacity as Superintendent of Schools at least once a year in accordance with state law. The evaluation and assessment of the Superintendent shall be reasonably related to the discharge of his duties as Superintendent of Schools and to the attainment of the goals and objectives established herein. The Board shall conduct an annual evaluation of the Superintendent in accordance with the provisions of O.C.G.A. 20-2-210.

**ARTICLE VII  
PROFESSIONAL LIABILITY**

- A. In accordance with the provisions of O.C.G.A. 20-20-991, the Board shall provide the Superintendent the same liability or indemnification coverage arising from any claims, suits, actions, and legal proceedings brought against the Superintendent, in his official capacity or in his individual capacity, as are provided all other professionally certified employees of the Board.
  
- B. In accordance with the provisions of O.C.G.A. 20-20-993, the Board shall undertake to defend all civil, criminal, or quasi-criminal actions brought or maintained against the Superintendent arising out of the performance of his duties, or in any way connected therewith, whether based upon allegations of negligence, violation of contract rights, or violation of civil, constitutional, common-law, or other statutory rights, whether state or federal, including, but not limited to, attorney's fees, court costs, deposition costs, witness fees and compensation, and all other like costs, expenses, and fees. This provision shall survive the term of the contract to provide for defense of claims brought against the Superintendent arising out of his official duties as Superintendent of the Gwinnett County School District.



- C. Notwithstanding subparagraphs A, B, above, the Board shall not be required to pay any costs of any legal proceeding or damages if the Superintendent is adjudged liable for acts or omissions involving the commission of any civil or criminal offense against the Board or School District or involving the misappropriation of funds or property belonging to the Board or any public agency.
- D. In accordance with state law, the Superintendent shall give bond with an approved surety company payable to the Gwinnett County School District and file the bond with the judge of the probate court of Gwinnett County. It shall also be the duty of the Superintendent to send a certified copy of such bond to the State School Superintendent, which copy shall be recorded and kept on file at the State Board of Education.

#### **ARTICLE VIII REORGANIZATION**

Regardless of the personnel make-up of the Board, no future changes can be made to alter or change the intent of this Contract unless by mutual consent of both parties.

#### **ARTICLE IX MISCELLANEOUS**

A. This Contract is expressly subject to the laws of the State of Georgia, the regulations of the State Board of Education, and the policies of the Board. In the event any policy of the Board is inconsistent with any provision of this written Contract, the Contract will control and will supersede the policy.

B. The text herein shall constitute the entire agreement between the parties

and shall only be amended by a writing executed by both parties.

C. If any provision hereof shall be deemed unlawful, invalid, ultra vires, or otherwise unenforceable, the remainder of the Contract shall be deemed severable and shall remain in full force and effect.

D. This agreement supersedes any other agreement between the parties.

E. This agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Gwinnett County Board of Education has caused this Employment Contract to be approved in its behalf by its duly authorized officers, and the Superintendent has approved this employment Contract, effective on the day and year specified in the first paragraph of this contract.

[SEAL]

THE GWINNETT COUNTY BOARD OF  
EDUCATION

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Everton Blair Jr., Chairman

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Watkins, Vice Chairman

By: \_\_\_\_\_  
Mary Kay Murphy

By: \_\_\_\_\_  
Steven B. Knudsen

By: \_\_\_\_\_  
Tarece Johnson

\_\_\_\_\_  
Calvin Watts, Superintendent