

**EMPLOYMENT CONTRACT BETWEEN DR. ROBERT STEPHEN GREEN  
AND  
DEKALB COUNTY BOARD OF EDUCATION**

This Employment Agreement (the "Agreement") is made and entered into this 29<sup>th</sup> day of May, 2015 ("Effective Date"), by and between Dr. Robert Stephen Green (hereinafter referred to as the "Superintendent") and the DeKalb County Board of Education (hereinafter referred to as the "Board"), the governing body of the DeKalb County School District (hereafter referred to as the "School District" or "District"), a political subdivision of the State of Georgia (the Board and the Superintendent may be referred to collectively in this Agreement as the "Parties").

**Recitals**

WHEREAS, the Board has offered to employ Dr. Robert Stephen Green as Chief Executive Officer and Superintendent with responsibility as the chief executive and administrative officer of the School District, upon the terms and conditions set forth herein; and

WHEREAS, Superintendent has accepted the Board's offer of employment on the terms and conditions set forth herein; and

WHEREAS, the Parties believe a written employment agreement fully specifying the terms and conditions of Superintendent's employment by the School District will promote effective communication and true understanding between the parties; and

WHEREAS, the Parties have mutually agreed upon the following terms and conditions relative to Superintendent's employment by the School District; and

WHEREAS, the Board has caused this Agreement to be approved at a public meeting in the manner required by law;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the School District and Superintendent agree as follows:

**Agreement**

**1. OFFER OF EMPLOYMENT**

The Board, pursuant to the statutes of the State of Georgia and in accordance with a resolution duly adopted by the Board at a meeting held on May 28, 2015, hereby offers to employ Dr. Robert Stephen Green as the Chief Executive Officer and Superintendent of the School District upon the terms and conditions set forth in this Agreement.

**2. ACCEPTANCE BY SUPERINTENDENT**

Superintendent hereby accepts the offer of employment and agrees to devote his full time and best efforts to the performance of the duties of Superintendent of the School District.

**3. ANNUAL BASE SALARY**

Commencing as of July 1, 2015, the Board shall pay the Superintendent an annual base salary of Three Hundred Thousand Dollars (\$300,000.00) for the term of this Agreement. The Superintendent's annual base salary shall be paid in twelve (12) equal installments on the last day of the month for services rendered during the month.

**4. TERM OF EMPLOYMENT**

Superintendent's term of employment under this Agreement shall commence effective July 1, 2015 and terminate on June 30, 2018, unless further extended or sooner terminated as hereinafter provided (the "Term"). Each July 1 to June 30 is considered a "Contract Year".

**5. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

a. The Superintendent shall obtain and maintain a valid and appropriate certificate or permit issued by the Professional Standards Commission of the State of Georgia and shall otherwise meet all the requirements for a Superintendent as set forth in O.C.G.A. § 20-2-101, *et. seq.*, and in any applicable Board policy in existence on the Effective Date of this Agreement.

b. Superintendent shall be the chief administrative and instructional officer of the School District and shall perform all the duties now or hereafter required of, and possess all of the authority now or hereafter granted to, a superintendent of schools under the provisions of the laws, rules, and regulations of the State of Georgia, and Board policies, procedures, and regulations. Provided, however, that the Board shall not interfere with the day-to-day operation and administration of the School District. It is and shall remain a policy and budget-making Board, concerned with the overall policies, procedures, and regulation of the School District.

c. Without limiting the foregoing and subject to limitations of the laws of the State of Georgia and Board policy, Superintendent shall have the specific authority, right, and responsibility to:

i. appoint, terminate, organize, and reorganize the administrative and supervisory staff at the level of director and above, including instructional and non-instructional personnel;

ii. select all personnel;

iii. transfer school administrators and teachers from one school to another, or from one grade of a course of study to another grade in such course consistent with any applicable employee handbook and any applicable court order;

iv. employ, re-employ, suspend, terminate, or otherwise impact conditions of employment of all non-certificated personnel except as limited by



contract or law, consistent with any applicable employee handbook and any applicable court order;

v. have charge of the administration of the District;

vi. 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 operation of the District;

vii. from time to time, suggest policies, rules, and procedures deemed necessary for the well ordering of the District;

viii. attend and participate in all meetings of the Board (except any executive session at which the Board either formulates the Superintendent's Evaluation or discusses the Superintendent as a personnel matter), providing administrative recommendations on each item of business brought before the Board;

ix. assume responsibility for the overall financial planning of the District, for the preparation of an annual budget, and for submitting the budget to the Board for review and approval;

x. act as a liaison between the District and the State School Superintendent and between the District and the community, by assuming responsibility for a program of public relations and by using reasonable efforts to create and maintain a wholesome and cooperative working relationship between the schools and the community;

xi. stay abreast of educational trends and developments by participating in appropriate professional organizations at both the state and national levels; and

xii. perform other duties as may be required by the Constitution and laws of the State of Georgia. commensurate with the office of the Superintendent

d. Superintendent shall act according to the policies, procedures, and regulations adopted by the Board and shall enforce and execute all decisions, policies, procedures, and regulations officially adopted from time to time by the Board. Superintendent shall also be responsible for carrying out all duties incident to the office of superintendent including, without limitation, those duties and responsibilities delegated to him by the Board relating to the operation of the School District that are commensurate with the office of Superintendent.

e. Superintendent shall act and provide leadership and direction as necessary to enable him to meet and satisfy the Superintendent's performance objectives.

**6. INCENTIVE BONUS**

The parties understand and agree that a reasonable incentive pay program is appropriate for the Superintendent to be in place and effective the second Contract Year. The parties shall negotiate in good faith to create such incentive program during the first Contract Year. Failure to agree upon the terms of such incentive pay program shall not be the basis of termination of this Agreement for cause. This Incentive Bonus shall incorporate the evaluation format and the Superintendent duties and the goals and objectives of the Board as set forth in Section 14 hereof. Should the Superintendent terminate this Agreement for convenience due to the inability of the Parties to agree on an incentive pay program, the Superintendent will not be obligated to reimburse the District the termination for convenience fee as described in Section 9.f or the pro rata portion of Supplemental Retirement Plan as described in Section 12.

**7. BENEFITS**

**A. Standard Benefits.** The Superintendent shall be entitled to the benefit level of his choosing among the entire standard package of benefits provided to other twelve-month certified administrative School District employees, including but not limited to, medical, dental, vision, life, long-term disability and accidental death and dismemberment insurance; any other forms of insurance protection provided to twelve-month certified administrative District employees; membership in the TRS; paid and unpaid leave; vacation; and any other benefits made available to twelve-month certified administrative School District employees. Notwithstanding the above, the Board will advance to the Superintendent a one-time advance of an additional ten (10) vacation days, beginning July 1, 2015. Unused sick days may be carried over from year to year in the manner provided by Georgia law and Board policy. Carry-over of vacation days shall be in accordance with Georgia law and Board policy, except that, during this Agreement, on June 30, 2016, at the Superintendent's written request to the Board by May 15, 2016, the Board shall buy back up to ten (10) days of the Superintendent's unused vacation accrued through June 30, 2016, at the rate of the annual base salary in effect as of said June 30, 2016. The commencement of the benefits will occur as provided by applicable State Health Benefit Plan regulations. The Board shall also reimburse the Superintendent for COBRA-related health care costs for him and his spouse for the month of July 2015, to the extent the Superintendent is not eligible for the District's health insurance or any other employee-based health insurance during that time.

The School District shall annually pay both the employer's and the employees' maximum contributions allowed in the TRS for the benefit of the Superintendent each Contract Year.

**B. Life Insurance.** In addition to any life insurance coverage included in the standard package of benefits provided to other twelve-month certified administrative District employees, the Board shall pay to provide the Superintendent with a term life insurance policy in the amount of his annual base salary.

**8. EXPENSES**

**A. Routine Expenses.** The Board shall pay the Superintendent an expense allotment of Twenty-Six Hundred Dollars (\$2,600.00) per month throughout the Term to cover routine



expenses incurred in connection with his position, and the Superintendent shall not be required to submit reimbursement requests for such expenses.

**B. Transportation Expenses.** At the Superintendent's option, the Board will provide the Superintendent with one of the following:

(i) The full-time use of an automobile furnished by the Board. The Board will pay the costs associated with the Superintendent's use of the vehicle, including, but not limited to, maintenance, gasoline and insurance; or

(ii) In lieu of furnishing the Superintendent with an automobile, gasoline for the automobile, maintenance on the automobile, reimbursement for mileage, and insurance for the automobile, the Board will provide the Superintendent with a travel allowance in the amount of Seven Hundred and Fifty Dollars (\$750.00) per month. This travel allowance will also compensate the Superintendent for the use of his personal vehicle while conducting District business, and, as a result, the Superintendent will not receive any additional amounts for costs or expenses he incurs related to the use of his personal vehicle in connection with his duties and responsibilities under this Agreement.

**C. Professional Expenses.** The Superintendent is authorized to incur reasonable expenses in the discharge of his duties as Superintendent, including but not limited to, expenses for travel and lodging; professional association dues and fees, including membership in the Georgia School Superintendent's Association and the American Association of School Administrators; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment. The Board will pay or reimburse the Superintendent for all such expenses incurred during the term, or any extension, of this Agreement upon presentation, from time to time, of an itemized account of such expenditures. Such expenditures shall be in compliance with Board policies and the District's administrative regulations and procedures, and funds for such expenses shall be previously been budgeted for as general expenses of the Superintendent by the Board. In the event it is needed, the Board shall provide reasonable expenses for the security of the Superintendent and his family.

## **9. TERMINATION OF EMPLOYMENT AGREEMENT**

Notwithstanding any other provision of this Contract, the Superintendent's employment under this Agreement shall terminate upon the occurrence of any of the following:

a. **Mutual Agreement of the Parties.**

b. **Death of the Superintendent.** If the Superintendent dies during the term of this Agreement, the Board shall pay to his estate his annual base salary through the end of the month in which his death occurs.

c. **Disability of the Superintendent.** In the event the Superintendent is unable to perform the essential functions of his position because of a disability, the Board shall make such accommodations that are reasonable, and the Superintendent will provide such cooperation and assistance in working with the Board for the evaluation and determination of the reasonableness of any proposed accommodations. The



Superintendent's and the Board's obligations in the foregoing sentence will be governed by The Americans with Disabilities Act of 1990 (hereinafter referred to as the "ADA"). If the Superintendent remains unable to perform the essential functions of his position, either with or without reasonable accommodations, as defined under the ADA, for an aggregate period of sixty (60) days within any period of ninety (90) consecutive days during the term of this Agreement, the Board may terminate this Contract by written notice to the Superintendent. If a question exists concerning the capacity of the Superintendent to perform or resume his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in Georgia and board-certified in the relevant field of medicine. The Board and the Superintendent shall jointly select the doctor and the examination shall be done at the expense of the Board. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing disability that prevents him from performing the essential functions of his position either with or without reasonable accommodations as defined under the ADA. Nothing in this provision limits the Superintendent's ability to consult with his own medical personnel at his expense.

d. **Termination for Cause By Board.** The School District may terminate Superintendent for cause by a positive vote of at least five of the seven of the members of the whole Board pursuant to O.C.G.A 20-2-940. "Any other good and sufficient cause" under O.C.G.A. 20-2-940(8) is defined as conduct on the part of Superintendent that is materially prejudicial to the School District, which shall be limited to: (1) material breach of this Agreement, whether or not intentional; (2) unfitness to instruct or associate with children; or (3) immoral conduct as defined by case law. Provided and pursuant to O.C.G.A. 20-2-940 the Board shall not arbitrarily or capriciously call for Superintendent's dismissal, and Superintendent shall have the right to detailed written charges, a fair hearing before an independent Tribunal of 5 persons, and thirty (30) days' written notice of said charges and hearing. At any such hearing, Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses any testimony relevant to the issue. The hearing shall be administered and chaired by an a disinterested member of the State Bar of Georgia jointly chosen by the parties; provided, however, that such Chair shall not have voting rights. A transcript of the record of the proceedings before the Tribunal shall be made available without charge to Superintendent. If Superintendent chooses to be accompanied by legal counsel at the hearing before the Tribunal, he will assume the cost of his legal expenses. The School District shall retain all other legal remedies available to it in the event of breach of this Agreement by Superintendent.

e. **Termination for the Board's Convenience.** The Board, upon a supermajority vote of at least five of its seven members, may at its option unilaterally terminate this Contract for its convenience by giving the Superintendent a minimum of Sixty (60) days written notice of termination at any time. Should the Board terminate this Contract for its convenience within the first Contract Year, between July 1, 2015 through June 30, 2016, the Board shall pay to the Superintendent severance pay in the amount of his annual base salary due to him through June 30, 2016, to the extent that is has not already been paid to him, or the equivalent of six (6) months of his annual base salary, whichever is greater. Should the Board terminate this Contract for its convenience after



the completion of the first contract year, after June 30, 2016, the Board shall pay to the Superintendent severance pay in the amount of the equivalent of six (6) months of his annual base salary, or the value of the remainder of his base salary due to him through the completion of the Contract, whichever is less.

**f. Termination for the Superintendent's Convenience.** The Superintendent may at his option unilaterally terminate this Contract for his convenience by giving the Board a minimum of sixty (60) days written notice of termination at any time. Should the Superintendent terminate this Contract for his convenience within the first Contract Year, between July 1, 2015 through June 30, 2016, the Superintendent shall pay to the Board the amount of his annual base salary that would otherwise be due to him through June 30, 2016 were it not for his unilateral termination, or the equivalent of six (6) months of his annual base salary, whichever is greater. Should the Superintendent terminate this Contract for his convenience after the completion of the first contract year, after June 30, 2016, the Superintendent shall pay the Board the equivalent of six (6) months of his annual base salary, or the value of the remainder of his base salary that would otherwise be due to him through the completion of the Contract, were it not for his unilateral termination, whichever is less.

**g. Termination by Superintendent for Breach.** In the event of the breach of this Agreement by the Board the Superintendent shall give written notice of such breach and the Board shall have thirty (30) days to remedy such breach. The Superintendent retains all legal remedies available to him in the event of breach of this Agreement by the Board.

**h. Termination Due to Certification.** By suspension or revocation of Superintendent's certification by the State Board of Education.

**i. Liquidated Damages.** Due to the uncertainty and impossibility of accurately establishing the actual damages that either Party will suffer as a result of termination for convenience of this Agreement, the Parties agree that the payments described in Paragraphs 9.e and 9.f are a reasonable estimate of the actual damages that would be suffered by the Parties in the event of termination for convenience. The Parties agree to waive any claim challenging such liquidated damages.

**j. Agreement to Cooperate after Termination.** Following termination, the Superintendent agrees that he will reasonably cooperate with the Board, as well as its attorneys and agents, in any administrative actions, legal proceedings, or law suits then pending or filed, or that become pending or filed in the future, by or against the Board, the District, or any administrator, teacher, staff, or employee of any kind, that relate to his tenure as Superintendent, by making himself available to consult with and assist the Board's attorneys or agents for discovery, depositions, hearings, or trial testimony, and any other means that may be necessary to pursue or defend any such actions. The District will bear financial responsibility for any and all reasonable and necessary expenses associated with the same such as travel, hotel, food, and the like necessary for the carrying out of such cooperation plus a daily consultation reimbursement fee equal to the base salary per diem of Superintendent at the time of termination. Expenses pursuant



to this Section will not exceed the amounts provided for such expenses by State or District regulations unless circumstances require otherwise and the Parties mutually agree. Such expenses may either be paid directly by the Board or reimbursed to the Superintendent upon the submission of receipts, whichever is most practical in the various circumstances as they arise.

**10. TECHNOLOGY SUPPORT**

The School District shall provide Superintendent with such mobile devices and other technology as needed by the Superintendent, in his discretion. All maintenance and other monthly or recurring charges for this equipment shall be at the expense of the School District and all such equipment shall remain the property of the School District.

**11. SUPERINTENDENT'S REPRESENTATIONS AND WARRANTIES.**

The Superintendent represents and warrants as follows that: (a) he is applying for licensure and is qualified to serve as Superintendent of Schools for the District, and that he will obtain or possess acceptable business or management experience as specified by the Professional Standards Commission or the minimum valid certificate or a letter of eligibility for said certificate required by the Professional Standards Commission, as well as additional certificates, endorsements, qualifications, and additional training and other requirements that are required by law, the Professional Standards Commission, the State Board of Education, or the Board; (b) he has never been convicted of any offense involving a felony, misdemeanor, or any other offense involving moral turpitude (other than a minor traffic offense, but including operating a motor vehicle or water craft under the influence of alcohol or controlled substance) under the federal or state laws of the United States, and any state, city, county, or other political subdivision thereof, or any foreign country, and including any first offender or nolo contendere disposition; (c) he has never suffered revocation of any educational, professional, or other license or certificate related to his employment, profession, or other advanced degree or training, nor has he voluntarily surrendered the same under any circumstances; (d) he does not have an immediate family member who is a member of the Board; and (e) he does not have an immediate family member who has hired as or promoted to the position of a principal, assistance principal, or system administrative staff by the District on or after July 1, 2009.

**12. SUPPLEMENTAL RETIREMENT PLAN**

The School District shall fund a supplemental retirement plan ("Supplemental Retirement Plan") for Superintendent in the amount of Twenty-Four Thousand Dollars (\$24,000.00) as of the first day of each Contract Year, in a plan established by the Board at its expense under Section 457(b) of Code per Contract Year (the "Yearly Contribution Amount").

The Yearly Contribution Amount shall be made beginning July 1, 2015, and each July 1, thereafter; provided, however, that in no event shall the School District's contribution for any Contract Year exceed the maximum amount permitted by the Code.

The Superintendent shall be fully vested in all contributions and related earnings credited under the Supplemental Retirement Plan at all times.



The Supplemental Retirement Plan shall be a plan established under Section 457(b) of the Code. The 457(b) account shall be established as employer-paid plans with non-discretionary contributions by the School District, and the Superintendent shall have no right to receive such contributions in cash. The 457(b) account shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated by reference. The funds for the 457(b) account shall each be invested as determined solely by the Superintendent and may be invested in any investment vehicles as are allowable under the Code for the applicable type of arrangement.

Should this Agreement be terminated for any reason in the middle of a Contract Year, the Superintendent shall refund to the School District a pro rata amount of funds contributed to his 457(b) account for that Contract Year. The amount of pro rata funds shall be calculated by multiplying the number of complete months remaining within the Contract Year by two thousand dollars (\$2,000.00).

### **13. RETENTION FUNDS**

Superintendent and the School District agree it is in the School District's interest for Superintendent's compensation to include retention bonuses for the retention of capable leadership for the School District. Accordingly, in the event Superintendent is employed through June 30, 2016, Superintendent shall be entitled to a retention bonus of Fifteen Thousand Dollars (\$15,000.00) payable in a lump sum on July 31, 2016. In the event Superintendent is employed through June 30, 2017, Superintendent shall be entitled to a retention bonus of an additional Fifteen Thousand Dollars (\$15,000.00) payable in a lump sum on July 31, 2017. In the event Superintendent is employed through June 30, 2018, Superintendent shall be entitled to a retention bonus of an additional Fifteen Thousand Dollars (\$15,000) payable in a lump sum on July 31, 2018.

### **14. EVALUATION**

A. **Goals.** By July 13, 2015, but no later than July 31, 2015, the Parties shall meet to establish goals, objectives and expectations of performance by the Superintendent, which shall be among the criteria by which the Superintendent shall be evaluated for that school year. Said goals and objectives shall be reduced to writing and provided to the Superintendent. The goals, objectives and expectations shall address all facets of the Superintendent's responsibilities as provided for in Board policy and this Agreement.

B. **Evaluation Process.** At least once each fiscal year, the Board and the Superintendent shall meet in closed executive session for the purpose of evaluating the Superintendent's performance. The Board's evaluation and assessment of the Superintendent shall be in writing, pursuant to a mutually agreement evaluation format, and shall be reasonably related to the Superintendent's duties and the goals and objectives of the Board for the year in question. The evaluation format shall be consistent with the requirements of state law. In the event of disagreement as to the evaluation format, the Board shall specify the evaluation format, provided it is "reasonable and" consistent with any requirements of state law. Any evaluation format shall include a requirement that the Board meet in person with the Superintendent to

discuss the evaluation and shall afford the Superintendent the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. The Superintendent shall be responsible for notifying the Board in writing of the need to perform the aforementioned annual evaluation in sufficient time to permit the Board to assemble itself in order to properly carry out that responsibility. The evaluation and assessment of the Superintendent shall be related to the discharge of his duties as Superintendent and to the attainment of the goals, objectives and expectation of performance of the Superintendent for the fiscal year in question. The evaluation shall be conducted in executive session at a regular or special meeting of the Board.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Superintendent and the School District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be mutually agreed upon, in writing, and signed by the parties.

**16. DISPUTE RESOLUTION**

In the event of a dispute between the Parties relating to any provision of this Agreement, including a dispute as to any Party's rights and obligations under any such provision, the Parties agree that such dispute or disputes will first be submitted to mediation, with the mediator(s) to be mutually agreeable to the School District and Superintendent, and the costs of such mediation shall be shared equally by both Parties.

**17. ENFORCEABILITY**

If it is determined at any time that any provision of this Agreement is illegal or unenforceable, the remaining terms shall not be affected, and the term determined to be illegal shall be modified to comply with such law.

**18. ADVICE OF COUNSEL.** The Parties represent and warrant to each other that they have read this Agreement, have consulted with their legal counsel regarding the Agreement, understand its effects, and enter into this Agreement freely and voluntarily.

**19. INTERPRETATION OF AGREEMENT.** In the interpretation of this Agreement, there shall be no presumptions made on account of draftsmanship, inasmuch as this Agreement has been negotiated, reviewed, and approved by all Parties and their counsel.

**20. CONTROLLING LAW**

It is understood and agreed that the terms and conditions set forth in this Agreement are in every respect subject to the appropriate provisions of the laws of the State of Georgia, and that this Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Georgia. Any claim arising out of or related to this Agreement shall be brought in the state or federal courts for DeKalb County, Georgia.



**21. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Agreement. Facsimile or other electronic signatures shall be deemed to constitute original signatures, but original signatures shall be promptly exchanged.

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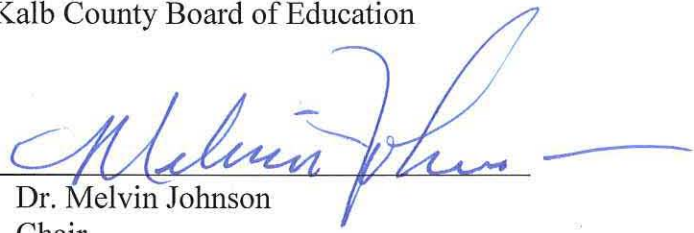
**IN WITNESS WHEREOF**, the School District has caused this Agreement to be approved on its behalf by a duly authorized officer, and Superintendent has approved this Agreement effective on the 29<sup>th</sup> day of May, 2015.

SUPERINTENDENT

DeKalb County Board of Education

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Dr. Robert Stephen Green

By   
Dr. Melvin Johnson  
As: Chair

Attested:   
James McMahan  
As: Vice Chair