

**EMPLOYMENT CONTRACT
BETWEEN ATLANTA BOARD OF EDUCATION
AND DR. MERIA CARSTARPHEN**

This Employment Contract ("Contract") is made and entered into this 15th day of April, 2014, by and between the Atlanta Board of Education (hereinafter "BOARD") of the Atlanta Public Schools ("School District") and Dr. Meria Carstarphen (hereinafter the "SUPERINTENDENT").

In consideration of the mutual promises and the other terms, conditions, and agreements specified herein, the BOARD and the SUPERINTENDENT agree as follows:

1. TERM OF EMPLOYMENT. The BOARD hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment, as Superintendent of Schools for the Atlanta Public School District. The term of employment shall commence on July 7, 2014, and end on June 30, 2017, unless sooner terminated or extended in accordance with the provisions of this Contract. The BOARD may, by specific action and with the consent of the SUPERINTENDENT, extend the above termination date of this Contract to the full extent permitted by state law. Any such extension will be in writing and signed by the BOARD and the SUPERINTENDENT.

2. DUTIES OF SUPERINTENDENT/BOARD-SUPERINTENDENT RELATIONS.

(a) **Duties.** The SUPERINTENDENT shall be the chief executive officer of the BOARD and School District and shall faithfully perform the duties of SUPERINTENDENT for the District as prescribed in the job description and as may be lawfully assigned by the BOARD, and shall comply with all lawful BOARD directives, the Atlanta Public School Charter, state and

federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended; provided, that except as may be required by law, the BOARD shall not adopt any policy, rule or regulation, or promulgate any directive, that materially impairs or reduces the SUPERINTENDENT'S duties and authority as described in this Contract without the prior written consent of the SUPERINTENDENT. Specifically, it shall be the duty of the SUPERINTENDENT to:

- i. Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- ii. Assume administrative authority and responsibility for the assignment, reassignment, and evaluation of all personnel other than the SUPERINTENDENT;
- iii. Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract;
- iv. Manage the day-to-day operations of the District as its administrative manager;
- v. Prepare and submit to the BOARD annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year;
- vi. Prepare recommendations for policies to be adopted by the BOARD and oversee the implementation of adopted policies;
- vii. Develop appropriate administrative regulations to implement policies adopted by the BOARD;
- viii. Provide instructional leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the BOARD;
- ix. Organize the District's central administration;
- x. Communicate and collaborate with all members of the BOARD and each individual BOARD member agrees that he/she will not give direction to the SUPERINTENDENT or any staff member regarding the management of the District or the solution of specific issues or programs and he/she shall refer all personnel appeals, complaints and other communications regarding the administration of the district to the SUPERINTENDENT for investigation and report to the BOARD as appropriate;
- xi. Subject to approval by the Board, have the authority to recommend the compensation, consistent with District compensation policies and scales, of the Administration's Senior staff, defined as Officers, Associate, Assistant and Deputy Superintendents and their equivalents, as well as the District's General

Counsel. Subject to the provisions of the preceding sentence the SUPERINTENDENT shall have the authority to recommend employment of all contract and non-contract staff for positions authorized by the BOARD, and the authority to organize, reorganize, arrange, direct, assign, reassign and transfer all staff in the manner which best serves the District. Further, the SUPERINTENDENT shall have the authority to recommend termination or non-renewal of all staff, other than contract staff covered by state code or subject to the civil service system. All actions of the Board regarding personnel matters shall be consistent with the provisions of the School District's Charter;

- xii. Develop and implement administrative procedures, rules and regulations that the SUPERINTENDENT believes necessary for the efficient and effective operation of the District and which are consistent with BOARD Policies, state and federal law;
- xiii. Prior to publicly announcing the assignment, reassignment or transfer of Senior Level Administrators and/or Principals, shall inform the BOARD of said assignment, re-assignment or transfer;
- xiv. Keep the Board apprised of all material matters relating to the administration and operation of the District; and
- xv. Effectuate the policies of the Board and be accountable in connection therewith.

(b) **Board Meetings.** The SUPERINTENDENT shall attend, and shall be permitted to attend, all meetings of the BOARD, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the SUPERINTENDENT'S Contract, or the SUPERINTENDENT'S evaluation, or when the BOARD is acting in its capacity as a tribunal. In the event of illness or BOARD-approved absence, the SUPERINTENDENT'S designee shall attend such meetings.

(c) **Reassignment.** The SUPERINTENDENT cannot be reassigned from the position of SUPERINTENDENT to another position without the SUPERINTENDENT'S express written consent.

(d) **Concerns and Complaints.** The BOARD, individually and collectively, shall promptly refer all substantive concerns, complaints and suggestions called to the BOARD's attention to the SUPERINTENDENT for study and appropriate action, and the

SUPERINTENDENT shall investigate such matters and, within a reasonable time, inform the BOARD of the results of such efforts.

(e) **Development of Working Relationships.** The BOARD and the SUPERINTENDENT shall meet at least annually to develop a plan for BOARD-SUPERINTENDENT professional and cooperative development, consistent with requirements of the Georgia Education Code, implementing regulations and with District Policies. The BOARD and all individual members of the BOARD commit to participation with the SUPERINTENDENT in any annual team-building exercise as part of the annual plan. The SUPERINTENDENT commits to work diligently and conscientiously to implement the resulting annual plan and to accomplish its goal. The BOARD and each individual member of the Board commit to support the SUPERINTENDENT in such implementation.

3. **WARRANTIES OF SUPERINTENDENT.** SUPERINTENDENT warrants and represents as follows:

(a) That she is applying for licensure and is qualified to serve as Superintendent of the Atlanta Public Schools and that she will obtain all additional certificates, endorsements, qualifications, and additional training and other requirements as may be required by law or the Rules of The Professional Standards Commission, the State Board of Education, and by the BOARD.

(b) That she has not knowingly misrepresented the information presented to the BOARD by SUPERINTENDENT regarding her credentials and experience and that if any of said information ever ceases to be true, SUPERINTENDENT will promptly advise the BOARD thereof.

(c) That SUPERINTENDENT has never been convicted of any offense involving

felony or any other offense involving moral turpitude under the laws of any state or of the United States, or any foreign country, including any first offender or nolo contendere dispositions.

(d) That SUPERINTENDENT has never suffered revocation of any educational professional license or certificate, nor voluntarily surrendered same where charges or potential charges were pending or eminent.

4. **OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote her full time, attention, and energy to the business of the School District. However, she may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other short-term activities of the SUPERINTENDENT's choosing, including accepting responsibilities in and serving on the boards of corporations or charitable institutions or other organizations, in consultation with the BOARD ("Outside Consulting Activities"). The SUPERINTENDENT shall be permitted to undertake Outside Consulting Activities, provided that these activities do not interfere with the performance of her duties as SUPERINTENDENT or otherwise diminish her effectiveness in carrying out those duties. The BOARD shall be notified by the SUPERINTENDENT not less than two weeks in advance of any proposed Outside Consulting Activities, the identity of the persons or entities for which the activity is to be undertaken, the nature of the activity, and the anticipated time commitment involved. Days for Outside Consulting Activities will not be taken as vacation days unless the BOARD determines that the Outside Consulting Activities are not in furtherance of the interests of the District. The SUPERINTENDENT is responsible for all expenses associated with all Outside Consulting Activities, and those activities do not constitute official duty activities of the SUPERINTENDENT under this Contract, unless authorized by the BOARD. Any income or other compensation received by the SUPERINTENDENT from such

Outside Consulting Activities shall be the property of the SUPERINTENDENT, subject to any applicable provisions of state law. It shall be the responsibility of the SUPERINTENDENT to ensure her compliance with applicable law regarding such Outside Consulting Activities and any remuneration therefrom; and the SUPERINTENDENT shall be solely responsible for any taxes, or other assessments for or based on any such remuneration.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** In order to encourage the SUPERINTENDENT's continuing professional growth, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT, as she deems appropriate in light of her responsibilities as SUPERINTENDENT, to participate in: (a) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) leadership, informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the BOARD. The BOARD shall include in its annual budget an amount sufficient to cover the reasonable and necessary travel and subsistence expenses incident to such participation.

6. **ANNUAL SALARY.** The SUPERINTENDENT's base annual salary for the first year of this contract shall be Three Hundred Seventy-Five Thousand and NO/100 Dollars (\$375,000.00), to be paid in twelve (12) equal installments on the last day of the month for services rendered during the month. The SUPERINTENDENT'S base annual salary in each succeeding school year, beginning with the 2015 - 2016 school year, shall increase annually in accordance with any increase in the salary schedule adopted by the BOARD for the School District Administrators; but in any event no less than a two percent (2%) increase annually, as

permitted by law. At any time during the term of this Contract, the BOARD may, in its discretion, review and adjust the salary of the SUPERINTENDENT, but in no event shall the SUPERINTENDENT be paid less than the salary set forth in Section 6 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful BOARD action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

7. **BENEFITS.**

(a) **Insurance Stipend.** The BOARD shall pay the Superintendent a monthly stipend in an amount equal to the then current out-of-pocket premiums paid by twelve-month employees for Medical, Vision, Dental, Disability, and Life Insurance coverage for the SUPERINTENDENT and her family pursuant to any District plan(s) selected by the Superintendent, in her sole discretion.

(b) **Retirement Savings.** The BOARD shall make a contribution to a tax-sheltered annuity plan, 403(b), 457(b) plan, 401(a) plan, another qualified or successor plan, or a combination thereof, of the BOARD's choosing, consistent with the respective sections of the Internal Revenue Code ("IRC"), in an aggregate amount equal to ten percent (10%) of the SUPERINTENDENT's annual salary. Unless otherwise required by the terms of the applicable plan, contributions shall be made annually on January 1 of each year for the term of this Contract, or any extension thereof, with the first contribution occurring on January 1, 2015. This contribution shall be coordinated with any other retirement benefits so that the total benefits are, if necessary, reduced to the combined IRC Section 415 and/or 457 limits, and including any successor IRC sections or other applicable IRC sections. The SUPERINTENDENT shall at all times be 100% vested in such plan(s). The plan(s) shall be administered by service providers

and funded with such investments as selected by the SUPERINTENDENT, in her sole discretion, from among the investments offered under the plan(s).

In addition to the foregoing, the SUPERINTENDENT shall have the right to establish a cash or deferred agreement reducing the amount of taxable income she receives within the limits of the IRC and the Treasury Regulations for payments made to a qualifying IRC Section 403(b), 457(b) and/or 401(a) plan or any successor plans and/or a combination thereof.

(c) **Vacation.** The SUPERINTENDENT may take, at the SUPERINTENDENT'S choice, the greater of twenty (20) days or the same number of days of vacation authorized by policies adopted by the BOARD for administrators on twelve-month contracts, the days to be in a single period or at different times. In addition to the vacation days granted in the preceding sentence, the SUPERINTENDENT shall be granted an additional twenty (20) vacation days ("Additional Vacation Days") each year which shall accrue to the SUPERINTENDENT on July 1 of each year during the term of this Contract (July 7, 2014 for the first year), or any extension thereof. The vacation days taken by the SUPERINTENDENT will be taken at such time or times as will least interfere with the performance of the SUPERINTENDENT'S duties as set forth in this Contract. Accrued but unused vacation days, up to a maximum of thirty (30) days, shall accumulate and carry forward from year to year during the term of this Contract. The SUPERINTENDENT shall observe the same legal holidays as provided by BOARD policies for administrative employees on twelve-month contracts. The SUPERINTENDENT is hereby granted the same personal leave benefits as authorized by BOARD policies for administrative employees on twelve-month contracts. At the end of each year of the term of this Contract, the District shall pay in a lump sum to the SUPERINTENDENT any accrued but unused Additional Vacation Days in excess of the maximum accrual of thirty (30) days of accrued but

unused vacation days at the SUPERINTENDENT'S daily rate of pay, calculated by dividing the SUPERINTENDENT'S annual salary by 240.

(d) **Teachers' Retirement System of Georgia.** The BOARD shall pay all employee (member) contributions required to be made on the SUPERINTENDENT'S behalf for the Teachers' Retirement System of Georgia ("TRS").

(e) **Annual Physical Examination.** In light of the physical and other demands placed on superintendents of large suburban school districts, the BOARD shall pay for the SUPERINTENDENT to have a comprehensive medical examination once each year. The SUPERINTENDENT agrees to report the results of the examination to the BOARD, which shall treat such report as confidential information.

(f) **Standard Benefits.** Except as otherwise provided in this Contract, the SUPERINTENDENT shall be entitled to the standard package of group insurance benefits, paid and unpaid sick, personal and other leave, holidays and any other benefits of twelve-month administrative employees, on the same terms and conditions applicable to such employees.

(g) **Supplemental Retirement Benefit.** The School District shall establish a Defined Benefit Plan (the "Plan") under IRC Section 401(a) for the SUPERINTENDENT. The Plan shall provide the same benefit as the SUPERINTENDENT'S pension plan formula under the Teacher Retirement System of Texas, offset by actual (vested) Teachers Retirement System of Georgia benefits, with retirement benefits adjusted annually for increases in the compensation limit under IRC Section 401(a)(17) or other applicable limits under the IRC and the Plan. In accordance with Georgia law, GASB and the recommendations of the actuary for the Plan, the District will make annual required contributions to the Plan on or before June 30th of each year during the term of this Contract, or any extension thereof, with contributions to be "trued-up" each year

based on actual experience and provided that contributions will not be less than the annual amount estimated for an annual accrual using a straight line amortization of the projected benefit using 5% interest/discount rate and IRC Section 417(e) mortality rates. The Plan shall provide for a choice of an annual lifetime annuity, 100% joint and survivor annuity, other annuity options as are agreeable to the BOARD and the SUPERINTENDENT, as well as a lump sum payment in lieu of an annuity. The SUPERINTENDENT shall at all times be 100% vested in her accrued benefit under the Plan. The terms of the Plan as provided in the Plan Document and other relevant documents shall be acceptable to the SUPERINTENDENT and the BOARD. Drafts of the Plan and all Plan Documents shall be provided to the Superintendent for review prior to implementation of the Plan. The Plan shall be administered by service providers mutually agreeable to the BOARD and the SUPERINTENDENT. Service providers includes plan trustee(s), administrators, investment advisors and actuaries.

(h) **Relocation Expenses/Temporary Housing.** The BOARD shall reimburse the SUPERINTENDENT or, at the request of the SUPERINTENDENT, pay the applicable vendor directly for the reasonable and actual costs of moving the SUPERINTENDENT'S household goods, including but not limited to, the cost of moving, packing and unpacking, and storage costs from her former residence in Austin Texas, and return to Atlanta, Georgia ("Relocation Expenses"). The BOARD shall reimburse the SUPERINTENDENT or, at the request of the SUPERINTENDENT, pay the applicable vendor directly for the reasonable and actual costs and expenses of travel for the SUPERINTENDENT and the SUPERINTENDENT'S immediate family to relocate to Atlanta, Georgia from Austin, Texas. The BOARD will also provide the SUPERINTENDENT with reasonable, appropriate temporary housing in the District for the SUPERINTENDENT and her immediate family, for a period of up to six months from the

beginning of the Contract or until the SUPERINTENDENT has moved into permanent housing within the District, whichever occurs first. If such temporary housing consists of hotel or other accommodations without usual kitchen facilities for all or any part of said period, the costs eligible for reimbursement shall include reasonable costs of meals; and the hotel shall be one that charges approved government rates (or such shall be the limit of reimbursement by the BOARD) and shall be subject to pre-approval by the BOARD. The BOARD shall reimburse the SUPERINTENDENT or, at the request of the SUPERINTENDENT, pay the applicable vendor directly for the reasonable and actual costs of moving and storage of furniture, household goods, and personal effects during the period of reimbursable occupancy of such temporary housing, and in the transition to permanent housing whenever that occurs during the term of this Contract. During the first year of this Contract, the SUPERINTENDENT shall have up to five (5) additional days of personal leave to attend to moving and relocating her household from Austin, Texas to Atlanta, Georgia, and rental and/or purchase of a residence in Georgia. Such reimbursements, if applicable, shall be made in a timely manner upon presentation of invoices and other receipts in a form acceptable to the BOARD or the BOARD may pay these expenses directly.

The reimbursements or payments pursuant to this Section 7(h) shall be a one-time only benefit and shall not continue from year to year.

(i) **Telecommunications.** The BOARD acknowledges that the duties and responsibilities assigned to SUPERINTENDENT under the terms of this Contract will, at times, require that she work from her primary residence and have access to the internet and to the District's internal message network from her home. To this end, the BOARD shall reimburse SUPERINTENDENT or shall directly pay for the cost of (i) setting up a home office at her

primary residence, including acquiring a desktop computer, printer and fax machine, (ii) acquiring a laptop computer, mobile telephone (iPhone or other personal digital assistant), tablet and (iii) acquiring broadband internet access for such devices and at the SUPERINTENDENT'S primary residence and, further, during the term of the Contract, or any extension thereof, shall pay all monthly service fees associated with maintaining such broadband internet access for such devices and at such location.

(j) **Expense Allowance.** In addition to reimbursement for business expenses in accordance with Section 9 of this Contract, the District shall also pay the SUPERINTENDENT a discretionary expense allowance to spend in her sole discretion in the amount of Eight Hundred and No/100 Dollars (\$800.00) per month during the term of this Contract, or any extension thereof, for expenses reasonably related to the performance of the SUPERINTENDENT'S duties that are not directly reimbursed by the District.

8. **AUTOMOBILE ALLOWANCE.** In light of the extensive travel required in connection with the SUPERINTENDENT's duties under this Contract, the BOARD shall pay the SUPERINTENDENT an automobile allowance of One Thousand Two Hundred and No/00 Dollars (\$1,200.00) per month for in District travel. In addition to the allowance provided herein, the BOARD shall reimburse the SUPERINTENDENT for out of District travel incurred by the SUPERINTENDENT in the continuing performance of the SUPERINTENDENT'S duties under this Contract in accordance with section 9.

9. **EXPENSES.** The BOARD shall pay or reimburse the SUPERINTENDENT for reasonable travel and other expenses incurred by the SUPERINTENDENT in the performance of her duties, as permitted by state or federal law. The BOARD agrees to pay the actual and incidental costs incurred by the SUPERINTENDENT for travel. Such actual or incidental costs

may include, but are not limited to, airfare, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the duties of the SUPERINTENDENT. The SUPERINTENDENT shall comply with all procedures and documentation requirements in accordance with BOARD policies, including, as applicable, reimbursements subject to governmental rates. Automobile expenses are set forth in Section 8, *supra* and as such under no circumstances shall this section be interpreted to allow for a double recovery of automobile expenses.

10. GOALS AND OBJECTIVES. At the beginning of each contract year or some other mutually agreeable time, the BOARD and the SUPERINTENDENT shall meet to establish the SUPERINTENDENT's goals and objectives for the new contract year. The SUPERINTENDENT shall submit to the BOARD a preliminary list of goals for the DISTRICT each year for the BOARD'S consideration and adoption. The SUPERINTENDENT and the Board shall then meet, and the BOARD shall approve or revise the list of goals. The SUPERINTENDENT shall submit to the BOARD for its approval a plan to implement the goals. The SUPERINTENDENT and the BOARD shall meet biannually to assess the goals and may adjust or revise the goals either by action of the BOARD or upon recommendation of the SUPERINTENDENT and approval of the BOARD. The goals approved by the BOARD shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the SUPERINTENDENT'S performance is reviewed and evaluated. The BOARD agrees to work with and support the SUPERINTENDENT in achieving the District Goals.

11. EVALUATION.

(a) Starting in January, 2015, at least once a year during the term of this Contract, the BOARD shall evaluate and assess the performance of the SUPERINTENDENT. The evaluation

shall be in writing, shall be in a form that is mutually agreeable to the BOARD and the SUPERINTENDENT, and shall be reasonably related to the SUPERINTENDENT's duties and her goals and objectives for the year in question. In the event the BOARD and SUPERINTENDENT deem that the evaluation instrument, format, and/or procedure is to be modified by the BOARD and SUPERINTENDENT and such modifications would require new or different performance expectations, the BOARD and SUPERINTENDENT shall follow the procedure set forth in Section 10 regarding Goals and Objectives. Following adoption of a new evaluation instrument, the SUPERINTENDENT shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. In the event that the BOARD determines that the SUPERINTENDENT's performance is unsatisfactory in any respect, the evaluation shall describe, in reasonable detail, specific instances of unsatisfactory performance and recommendations for improvement.

(b) The BOARD shall provide the SUPERINTENDENT with a copy of her evaluation. Within thirty (30) days thereafter or at such other time as is mutually agreeable, the BOARD shall meet with the SUPERINTENDENT to discuss the evaluation. The SUPERINTENDENT shall have the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S evaluation. In all instances where the BOARD deems the SUPERINTENDENT'S performance to be unsatisfactory, the BOARD shall allow the SUPERINTENDENT a reasonable period of time to improve in the areas identified.

(c) Unless the SUPERINTENDENT expressly requests otherwise in writing, the evaluation of the SUPERINTENDENT shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the

BOARD or the SUPERINTENDENT from sharing the content of the SUPERINTENDENT'S evaluation with their respective legal counsel.

12. PROFESSIONAL ORGANIZATIONS. The BOARD shall pay one hundred percent (100%) of the membership fees for the SUPERINTENDENT's membership in the American Association of School Administrators, the Georgia School Superintendent's Association, Council of Great City Schools, Georgia Association of Educational Leaders, and such other professional groups that the SUPERINTENDENT deems necessary for her professional growth, as permitted by state law and as approved by the BOARD in the annual budget.

13. CIVIC GROUPS. The BOARD encourages the SUPERINTENDENT to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, arts organizations, governmental committees, and educational organizations. The BOARD concludes that such participation will serve a legitimate purpose related to the educational mission of the BOARD. The SUPERINTENDENT may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of her duties as SUPERINTENDENT. Prior to engaging in these activities, the SUPERINTENDENT will notify the BOARD in writing of the activity. The BOARD will notify the SUPERINTENDENT if the activity presents a conflict or interferes with the performance of her duties as SUPERINTENDENT. To encourage community activity on the part of the SUPERINTENDENT, the BOARD shall pay the membership dues for the SUPERINTENDENT's membership in local civic organizations selected by the SUPERINTENDENT, as permitted by state law.

14. INDEMNIFICATION.

To the extent permitted by law, the District shall indemnify, defend, and hold the SUPERINTENDENT harmless regarding any claims, demands, suits, actions or other legal proceedings against the SUPERINTENDENT for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law or public policy, including the payment of expense in connection therewith, including legal fees, as they arise. The District may, at its sole discretion, fulfill its obligations under this section by purchasing appropriate insurance coverage for the benefit of the SUPERINTENDENT. No individual member of the BOARD shall be personally liable for indemnifying or defending the SUPERINTENDENT harmless under this section. The District's obligation to indemnify, defend and hold the SUPERINTENDENT harmless under this Section 14 survives the termination of this Contract. Subject to the terms of this section, the SUPERINTENDENT may select her legal counsel.

15. TERMINATION. This Contract and the SUPERINTENDENT's employment hereunder shall terminate upon the first of the following to occur:

- (a) Death of the SUPERINTENDENT;
- (b) Retirement of the SUPERINTENDENT;
- (c) Complete disability of the SUPERINTENDENT.

“Complete disability” as used herein shall mean that the SUPERINTENDENT is unable to perform the essential functions of her position because of a disability (as that term is defined in the Americans with Disabilities Act), with or without reasonable accommodations, for an aggregate of one hundred twenty (120) days within any one hundred eighty (180) consecutive days during the term of this Contract. If a question exists concerning the capacity of the SUPERINTENDENT to perform or resume her 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 physician will be selected by the BOARD and the examination shall be done at the sole cost and expense of the BOARD. The physician shall limit her or her report to the issue of whether the SUPERINTENDENT has a continuing disability that prevents her from performing the essential functions of her position either with or without reasonable accommodations as defined under the ADA and the report shall be maintained as a confidential medical report to the extent allowed by law;

(d) Mutual agreement of the parties;

(e) Termination for Cause. Termination for cause shall be based on the grounds specified in O.C.G.A. § 20-2-940. Termination for cause may also be based on a material breach of the Warranties provision of this Contract. The SUPERINTENDENT shall be entitled to notice and a hearing in accordance with such law; and

(f) Termination without Cause. The BOARD may terminate the SUPERINTENDENT'S employment under this Contract at any time, without cause, upon ninety (90) days' written notice (such termination referred to throughout this Contract as a "Termination Without Cause"). In the event of any such Termination Without Cause, the BOARD agrees to pay to SUPERINTENDENT: (i) any Base Salary earned and unpaid through the date of such termination of employment, (ii) any business expenses otherwise due to her through the date of the termination of her employment, and (iii) payment of accrued but unused vacation and Additional Vacation, in accordance with Sections 7(c) and 7(d) of this Contract. In the event of any such Termination Without Cause, the BOARD further agrees to pay the SUPERINTENDENT a lump sum amount equal to the remaining balance of salary and benefits

owed under the terms of the Contract as of the date of termination, which shall include any and all contributions referenced in Sections 7(b) and 7(g) of this Contract.

16. **AMENDMENT.** This Contract may be amended during its term by the mutual written consent of the BOARD and the SUPERINTENDENT. Any such amendment shall be in writing, shall be approved by official BOARD action, and shall be executed by the Chairman of the BOARD and the SUPERINTENDENT.

17. **SAVINGS CLAUSE.** If, during the term of this Contract, any specific clause of the Contract is found to be illegal or unenforceable pursuant to state or federal law, the remainder of the Contract shall remain in full force and effect.

18. **GOVERNING LAW AND VENUE.** The rights and obligations under this Contract shall in all respects be governed by the laws of the State of Georgia and venue in any legal action shall exist exclusively in the United States District Court for the Northern District of Georgia (Atlanta Division) or the Georgia Courts, as appropriate. SUPERINTENDENT hereby agrees to the jurisdiction and venue of such Courts and agrees not to assert any objection to the jurisdiction or venue of such Courts.

19. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, oral or written.

20. **ADVICE OF COUNSEL/ATTORNEYS' FEES.** The PARTIES represent and warrant to each other that they have read this Contract, have consulted with their legal counsel regarding the Contract, understand its effects, and enter into this Contract freely and voluntarily. The BOARD agrees to pay the legal fees and expenses of SUPERINTENDENT related to negotiation of this Contract and any issues related to the interpretation of this Contract

subsequent to its execution.

21. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, and all counterparts so executed shall constitute one agreement binding upon all of the **PARTIES** hereto, notwithstanding that all of the **PARTIES** are not signatories to the same counterpart. Signatures transmitted by facsimile or by electronic mail shall be deemed originals.

22. **CONFLICTS.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the BOARD'S policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the BOARD'S policies or any such permissive law during the term of the Contract.

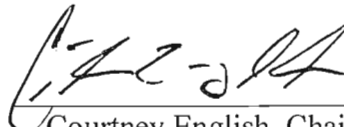
IN WITNESS WHEREOF, the BOARD has approved this Contract at a duly noticed public meeting held on the 14th day of April, 2014, and has duly executed this Contract.

SUPERINTENDENT

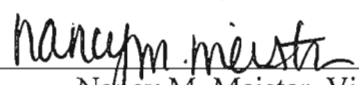


Dr. Meria Carstarphen


ATLANTA BOARD OF EDUCATION

By: 

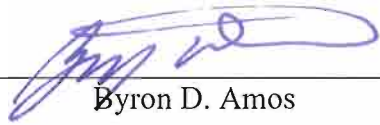
Courtney English, Chair



Nancy M. Meister, Vice Chair



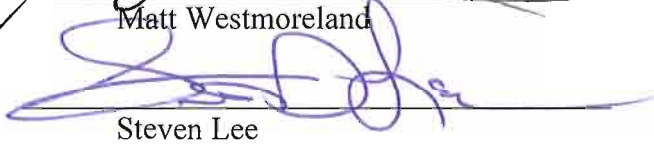
Leslie Grant



Byron D. Amos



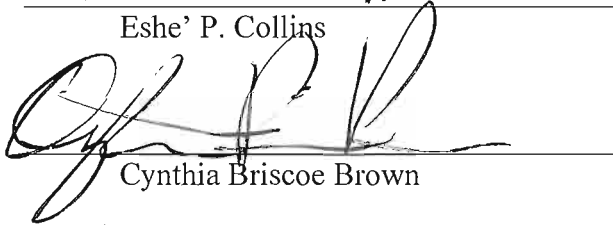
Matt Westmoreland



Steven Lee



Eshe' P. Collins



Cynthia Briscoe Brown



Jason Esteves