

**EMPLOYMENT CONTRACT
BETWEEN ATLANTA BOARD OF EDUCATION
AND LISA HERRING**

This Employment Contract (“Contract”) is made and entered into effective the 11th day of May, 2020, by and between the Atlanta Board of Education (hereinafter “BOARD”) and Lisa Herring (hereinafter “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. As authorized by O.C.G.A. § 20-2-101(a), the BOARD hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment as Superintendent of Schools for the Atlanta Public School District (“Atlanta Public Schools” or “School District”) for a term (“Term”) of three (3) years. The Term shall commence on July 1, 2020, and end on June 30, 2023, 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, to include extension for an additional year after each satisfactory annual evaluation. Any such extension will be in writing and signed by the BOARD and the SUPERINTENDENT.

2. CERTIFICATION. The SUPERINTENDENT shall secure and maintain a valid and appropriate certificate issued by the Professional Standards Commission of the State of Georgia.

3. DUTIES OF SUPERINTENDENT. The SUPERINTENDENT shall be the chief executive officer of the BOARD with the following duties:

(a) The SUPERINTENDENT shall have the charge of the administration of the schools under the direction of the BOARD, with administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the School District in order to provide instructional leadership for the attainment of student excellence, and for the annual performance appraisal of the School District’s staff;

(b) The SUPERINTENDENT shall implement all of the policies of the BOARD and comply with all local, state, and federal rules, regulations, and laws relevant to education and the operation of the School District, including but not limited to the Atlanta Public Schools Charter;

(c) The SUPERINTENDENT shall implement the applicable Atlanta Public Schools Strategic Plan;

(d) The SUPERINTENDENT shall develop appropriate administrative regulations to implement policies adopted by the BOARD;

(e) The SUPERINTENDENT shall recommend personnel for employment by the BOARD and shall have the authority to recommend termination or non-renewal of staff,

understanding that all actions of the SUPERINTENDENT and BOARD shall be consistent with the provisions of the Atlanta Public Schools Charter;

(f) The SUPERINTENDENT shall assume administrative authority and responsibility for the assignment, reassignment, and evaluation of all personnel other than the SUPERINTENDENT, Internal Auditor (and his/her subordinates) as referenced in the Atlanta Public Schools Charter Section 4-201, and Executive Assistant to the Board (and his/her subordinates) as referenced in the Atlanta Public Schools Charter Section 2-112.

(g) The SUPERINTENDENT shall supervise, direct, and control all employees of the BOARD other than the Internal Auditor (and his/her subordinates) as referenced in the Atlanta Public Schools Charter Section 4-201, and Executive Assistant to the Board (and his/her subordinates) as referenced in the Atlanta Public Schools Charter Section 2-112;

(h) The SUPERINTENDENT shall organize, reorganize, and arrange the administrative and supervisory staff as best serves the School District, subject to the approval of the BOARD;

(i) The SUPERINTENDENT shall assume responsibility for the overall financial planning of the School District, for the preparation of the annual budget, and for submitting the budget to the BOARD for review and approval;

(j) The SUPERINTENDENT shall attend all meetings of the BOARD, 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;

(k) The SUPERINTENDENT shall provide administrative recommendations on each item of business brought before the BOARD;

(l) The SUPERINTENDENT shall require such reports as the SUPERINTENDENT may deem necessary from principals and other employees of the School District and shall furnish such information to the BOARD as requested by the BOARD;

(m) The SUPERINTENDENT shall from time to time suggest policies, rules, and procedures deemed necessary for the well ordering of the School District;

(n) The SUPERINTENDENT shall, prior to publicly announcing the assignment, reassignment, or transfer of Senior Level Administrators and/or Principals, shall inform the Board of said assignment, reassignment, or transfer; and

(o) The SUPERINTENDENT shall perform all other duties incident to the office of the Superintendent under the Constitution, laws and regulations of the State of Georgia, the Atlanta Public Schools Charter, and the policies and administrative procedures of the BOARD; and shall perform such other duties as may be prescribed by the BOARD from time to time or as are customarily performed by a chief executive officer at a school district in the State of Georgia.

4. BOARD/SUPERINTENDENT RELATIONSHIPS/COMMUNICATIONS

(a) The BOARD and SUPERINTENDENT agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunity to discuss BOARD/SUPERINTENDENT relationships and communications. The BOARD and 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 School District policies. The SUPERINTENDENT commits to work diligently and conscientiously to implement the resulting annual plan and to accomplish its goal(s). The BOARD and each individual member of the BOARD commit to support the SUPERINTENDENT in such implementation.

(b) The BOARD agrees that individual BOARD members will not give direction to the SUPERINTENDENT or any employee of the School District regarding the management of the School District or the solution of specific problems, and that the BOARD, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the BOARD's attention to the SUPERINTENDENT for study and appropriate action,. The SUPERINTENDENT shall investigate such matters and, within a reasonable time, inform the BOARD of the results of such efforts.

5. WARRANTIES OF THE 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 Georgia Professional Standards Commission, the Georgia 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 a felony or any other offense involving moral turpitude under the laws of any state or of the United States, or any foreign territory, including any first offender or nolo contendere disposition.

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

6. 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,

provided she takes vacation days for these activities and further provided that it will not interfere with her responsibilities as SUPERINTENDENT. Any such activities that require the SUPERINTENDENT to be away from the School District for more than one (1) working day shall be reported to the BOARD in writing in advance. In addition, any such activities that are of a recurring nature or require the SUPERINTENDENT to be away from the School District for more than three (3) working days shall require the prior approval of the BOARD.

7. 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) 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.

8. ANNUAL SALARY. The SUPERINTENDENT's base annual salary for the first year of the Contract shall be Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), to be paid as other certified employees. The SUPERINTENDENT's base annual salary in each succeeding school year, beginning with the 2021-2022 school year, shall increase by the same percentage as in the salary schedule adopted by the BOARD for the position of teacher. At no time during the term of the Contract shall the SUPERINTENDENT's base annual salary be reduced except by mutual agreement.

9. BENEFITS.

(a) Vacation. The SUPERINTENDENT shall earn twenty (20) working days of annual paid vacation each contract year. The SUPERINTENDENT shall have the option of cashing in ten (10) unused days per school year by May 15 of each year. Payment for each day cashed in shall be pro rata based on 1/240th of the base salary. In all other respects, the SUPERINTENDENT shall be subject to the provisions of BOARD policy and administrative procedure relating to vacation.

(b) Sick Leave. The SUPERINTENDENT shall earn sick leave days in the same manner as other twelve month administrators with the School District. Additionally, the SUPERINTENDENT shall be allowed to cash in ten (10) sick leave days per contract year from her accumulated sick leave days. Payment for each day cashed in shall be pro rata based on 1/240th of the base salary.

(c) Annual Physical Examination. In light of the physical and other demands placed on superintendents of large school districts, the BOARD shall pay for the SUPERINTENDENT to have a comprehensive medical examination once each year. The results of the examination to the BOARD will be shared in narrative form certifying the SUPERINTENDENT's ability to perform the job duties. The specific test results and the like will not be released to the BOARD.

(d) Retirement Benefits. The BOARD shall make contributions in an amount equal to Thirty Thousand Dollars (\$30,000.00) to a 403(b) plan, 401(a) plan, any other tax-sheltered pension plan established by the Board from time to time, or a combination thereof, consistent with the Internal Revenue Code and the terms of the respective plan. During the Term of this Contract, the contribution amount shall be allocated as of October 1 each year commencing in the year of employment, first to the 401(a) defined contribution plan and then to the 403(b) plan, subject to the limitations under IRC 415. The amount of contribution shall be coordinated with any other retirement benefits so that the total benefits are, if necessary, reduced to the IRC Section 415 and/or 457 limits (including any successor code sections or other applicable code sections). In the event that any portion of the contribution amount exceeds the IRC limits and cannot be allocated to another pension plan, the excess amount will be paid to the SUPERINTENDENT as additional wages.

(e) Standard Benefits. Except as otherwise provided in this Contract, the SUPERINTENDENT shall be entitled to the standard package of group insurance benefits to include fully paid family and individual health, hospitalization, vision and dental insurance for the SUPERINTENDENT and members of the SUPERINTENDENT's dependent family, paid and unpaid leave, holidays, optional participation in a tax-sheltered annuity, and any other benefits of twelve-month administrative employees, on the same terms and condition applicable to such employees. The BOARD shall pay all employee premiums for standard benefits.

(f) Teachers Retirement System. The BOARD shall pay all employee contributions required to be made on the SUPERINTENDENT's behalf for the Teacher Retirement System of Georgia ("TRS").

(g) Technology. The BOARD acknowledges that the duties and responsibilities assigned to SUPERINTENDENT will, at times, require that she work from her primary residence. To that end, the BOARD shall provide the SUPERINTENDENT with the use of equipment and technology suited to the efficient performance of her duties, including but not limited to cellular telephone, home facsimile machine, dedicated home land phone line, high-speed internet connection, desktop computer, laptop computer, and such other equipment and technology as will increase her efficiency.

10. EXPENSE ALLOWANCE. The BOARD shall pay the SUPERINTENDENT an expense allowance of Two Thousand and No/100 Dollars (\$2,000.00) per month as an automobile allowance and as a discretionary expense allowance for routine expenses incurred in connection with her duties as SUPERINTENDENT. The SUPERINTENDENT shall not be required to document such expenses. In addition, 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 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 expense are otherwise set forth in this Paragraph 10 and as such

under no circumstance shall this section be interpreted to allow for a double recovery of automobile expenses.

11. GOALS AND OBJECTIVES. At the beginning of each contract year or some other mutually agreeable time but no later than September 1 of each year, the BOARD and the SUPERINTENDENT shall meet to establish the SUPERINTENDENT's goals and objectives for the new contract year. Said goals and objectives shall be reduced to writing and be among the criteria by which the SUPERINTENDENT is evaluated as provided in Paragraph 12 below.

12. EVALUATION.

(a) At least once a year during the term of the 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. The BOARD and SUPERINTENDENT agree that the evaluation tool and metrics used shall be public, though the substantive evaluation information shall remain confidential to the extent permitted by law. The SUPERINTENDENT will provide the BOARD with her self-assessment of reaching the evaluation goals for the BOARD'S consideration. 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. The SUPERINTENDENT's evaluation shall be completed no later than October of each year, beginning in October 2021 and shall assess the performance of the SUPERINTENDENT for the previous school year. Prior to the first evaluation, the Board and Superintendent will engage in quarterly informal assessments.

(b) After each October evaluation, 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. The 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) In support of the annual evaluation process, the BOARD and the SUPERINTENDENT shall have quarterly informal check-in meetings to discuss the SUPERINTENDENT'S progress on the annual evaluation's goals and objectives.

13. 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 Superintendents Association, the Council of Great City Schools, 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.

14. CIVIC GROUPS. To encourage community activity on the part of the SUPERINITENDENT, the BOARD shall pay the membership dues for the

SUPERINTENDENT's membership in one or more local civic organizations, as permitted by state law and as approved by the BOARD.

15. PROFESSIONAL LIABILITY.

(a) To the extent permitted by law, the School 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 School 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, except that this obligation shall not exist with respect to willful misconduct. The School 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 School District's obligation to indemnify, defend, and hold the SUPERINTENDENT harmless under this Section 15 survives the termination of this Contract.

(b) The BOARD shall, as provided above or otherwise in accordance with Georgia law, undertake to defend all civil, criminal, or quasi-criminal actions brought or maintained against SUPERINTENDENT arising out of the performance of her 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.

16. TERMINATION. The 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), without reasonable accommodations, for an aggregate period of 180 days within any 360 consecutive days of employment during the term of this Contract after the exhaustion of all paid sick, personal and vacation time by the SUPERINTENDENT.

(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, and the SUPERINTENDENT shall be entitled to notice and a hearing in accordance with such law.

(f) Termination for Convenience. The Contract may be terminated by the BOARD without cause by paying to the SUPERINTENDENT the sum of one year's annual salary, as described in Paragraph 8, or the prorated salary for the remaining term of the contract, whichever is less. Such payment shall be made on the last day of her employment. Upon payment of this amount, the SUPERINTENDENT shall be deemed to have extinguished any claim she may have as to improper termination.

(g) Likewise, the Contract may be terminated by the SUPERINTENDENT without cause by paying to the Atlanta Public School District the sum of \$100,000 if such termination occurs in the first contract year, \$75,000 if such termination occurs in the second contract year, and \$25,000 if such termination occurs in the third contract year. Such payment shall be made on the last day of her employment, unless the BOARD has notified SUPERINTENDENT that it intends not to renew her contract. In that event there will be no payment required for the SUPERINTENDENT's departure prior to the end of the contract term. This payment shall not be applicable in the event of death or disability of the SUPERINTENDENT as defined in Paragraph 16(c) of the Contract. Upon payment of this amount, the BOARD shall be deemed to have extinguished any claims it may have against the SUPERINTENDENT for breach of contract. Should the BOARD and SUPERINTENDENT extend this contract beyond June 30, 2023, the BOARD will consider renegotiation and/or removal of this Paragraph 16(g).

17. AMENDMENT. The 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 Chair of the BOARD and the SUPERINTENDENT.

18. SAVINGS CLAUSE. If, during the term of the 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.

19. GOVERNING LAW. The Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

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 shall reimburse SUPERINTENDENT up to \$3,000.00 for attorneys' fees and expenses related to the negotiation of this contract. The BOARD shall bear its own legal fees and expenses related to the negotiation of this Contract. The PARTIES shall bear their own legal fees and expenses related to any issues related to the interpretation of this Contract subsequent to its execution.

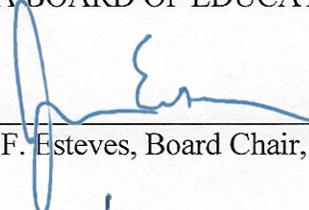
21. MISCELLANEOUS. As each party has had an opportunity for input and negotiation concerning the terms of this Contract, it shall be deemed a contract drafted by both parties and no ambiguity herein may be construed more adversely to one party than another.

IN WITNESS WHEREOF, the BOARD has approved the Contract at a duly noticed public meeting held on the 11th day of May, 2020.

SUPERINTENDENT

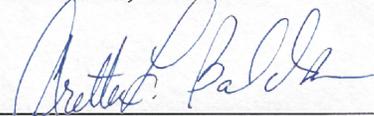
By:  (seal)
Lisa Herring

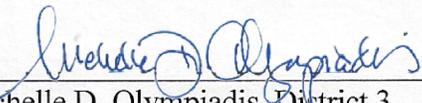
ATLANTA BOARD OF EDUCATION

By: 
Jason F. Esteves, Board Chair, Seat 9

By: 
Eshé P. Collins, Board Vice Chair, District 6

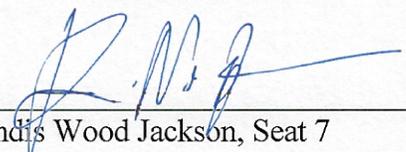
By: 
Leslie Grant, District 1

By: 
Aretta L. Baldon, District 2

By: 
Michelle D. Olympiadis, District 3

By: _____
Nancy M. Meister, District 4

By: 
Erika Y. Mitchell, District 5

By: 
Kandis Wood Jackson, Seat 7

By: 
Cynthia Briscoe Brown, Seat 8