

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS

THIS CONTRACT OF EMPLOYMENT (the “Agreement”) is executed as of the later date written below the parties’ signatures, by and between GYIMAH WHITAKER (hereinafter referred to as “Superintendent”), and the BOARD OF EDUCATION OF THE CITY OF DECATUR (hereinafter referred to as the “Board” and/or “Employer”) pursuant to Article VIII, Section V, Paragraph III of the Constitution of Georgia and O.C.G.A. § 20-2-101, as amended, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The Board wishes to employ Superintendent as its superintendent of the City Schools of Decatur (“School System”) and enter into an employment agreement; and

WHEREAS, Superintendent is desirous of being employed as the superintendent of the School System;

NOW, THEREFORE, for and in consideration of the promises, mutual benefits and covenants flowing between them, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term of Employment

1.1 The Board hereby employs Superintendent as the superintendent of the School System, and Superintendent hereby accepts employment with the Board as superintendent of the School System, commencing on July 1, 2023, and expiring on June 30, 2026 (the “Contract Period”), unless sooner terminated in accordance with the provisions of Section 6. By July 1, 2025 and each subsequent July 1 of this Contract, the Board and Superintendent may mutually agree to extend this Contract for an additional period of time as permitted by O.C.G.A. § 20-2-101(a). Should the Board and Superintendent mutually agree to extend this Contract, a written contract for the same will be prepared and executed as soon thereafter as reasonably practicable.

1.2 Nothing contained in Section 1.1 shall be deemed to limit in any way the Board’s authority to terminate Superintendent as provided for in this Agreement or limit the authority of Superintendent to resign voluntarily, provided that such resignation shall be in accordance with the terms of this Agreement.

2. Duties of Employment

2.1 Superintendent shall perform all of the duties of the superintendent of the School System as defined by Georgia law currently in effect or as amended from time to time.

2.2 Superintendent shall have charge of the administration of the School System under the direction of the Board and shall devote her full time, attention, and energy to the activities of the Board and the School System during the term of this Agreement.

2.3 In her capacity as superintendent, Superintendent shall constitute the medium of communication between the State School Superintendent and local school officers and officials and shall be the executive officer of the Board.

2.4 Superintendent shall be the agent of the Board in procuring such school equipment and materials as it may order; shall ensure that the prescribed textbooks are used by students; shall verify all accounts before an application is made to the Board for an order for payment; and shall keep a record of all official acts, which, together with all the books, papers and property appertaining to the office, shall be kept safe and secure so that they may be turned over to her successor in good and proper order at the appropriate time.

2.5 It shall further be her duty to enforce all applicable State, Federal and local laws and the rules and regulations of the State School Superintendent, State Board of Education, and the Board, which are not in conflict with State or Federal laws; and to visit every school within the School System to become familiar with the studies taught in the schools, observe what advancement is being made by the students, counsel with the faculty, and otherwise aid and assist in the advancement of public education.

2.6 Superintendent shall be the executive officer and secretary of the Board and shall attend and participate in all Board meetings, providing administrative recommendations on each item of business brought before the Board, except where her own employment, performance, or salary are under consideration.

2.7 Superintendent shall assume responsibility for the overall financial planning of the School System, for the preparation of the annual budget, and, in accordance with the laws of the State of Georgia, for submitting the budget to the Board for review and approval.

2.8 Superintendent shall supervise, direct, and control all employees of the School System.

2.9 Superintendent shall act as liaison between the School System and the community and shall be responsible for a program of public relations and for creating and maintaining a wholesome and cooperative working relationship between the School System and the community.

2.10 Superintendent shall furnish to the State or Federal government all reports and information which may be required from time to time.

2.11 Superintendent shall stay current on educational trends and developments by reading, visiting other systems, and participating in appropriate professional organizations, seminars, and conferences.

2.12 Superintendent shall promptly notify the Board of issues which could result in potential financial or reputational exposure to the district.

2.13 Superintendent shall use her best efforts to ensure that information presented to the Board from staff will be accurate and complete.

2.14 Superintendent agrees that any and all intellectual property, including but not limited to, all ideas, concepts, themes, computer programs, parts of computer programs, documentation, literature, or illustrations, conceived, developed, written, or contributed by Superintendent, either individually or in collaboration with others, pursuant to this Agreement or

during the scope of her duties hereunder, constitute “works for hire” and shall belong to and be the sole property of the School System.

2.15 Notwithstanding Section 2.14 above, speaking engagements, lectures, and publishing of writings by the Superintendent are permitted; however, Superintendent agrees to keep the Board informed regarding such activities. The Superintendent shall be entitled to all copyrights, if any, from such undertakings that are undertaken or prepared entirely outside of the scope of her duties under this Agreement. This paragraph is not intended to apply to attendance at professional meetings, participation in professional organizations, or pursuit of further education or professional development by the Superintendent. The Superintendent may engage in speaking, lecturing, writing, and consulting which are outside of the scope of and do not interfere with her duties under this Agreement, with or without honorarium, subject to notice to the Board.

2.16 For the term of this Agreement and for any renewal periods, Superintendent shall be certified and classified by the Professional Standards Commission and shall hold and produce upon request a valid certificate issued by the State of Georgia.

2.17 Without the written consent of the Superintendent, the Board shall not reassign the Superintendent to another position, nor shall it reassign the duties of the Superintendent to other employees.

3. Relationship and Communications between the Board and Superintendent

3.1 By August 1, 2023, the Board and Superintendent shall meet to discuss and agree on the process and procedures on how they will communicate and work together. Annually, the Board and Superintendent shall review the agreed-upon procedures for how they will communicate and work together and determine whether any changes are necessary.

3.2 The Board, collectively and individually, shall bring to the Superintendent any concerns, suggestions, and issues relating to the operation of the School System for the Superintendent’s review, study, and solution, if a solution is necessary.

4. Compensation

4.1 As compensation, the Board shall pay Superintendent an annual base salary of Two Hundred Thirty-Five Thousand Dollars (\$235,000 USD) for services rendered for the Contract Year (hereinafter referred to as “base salary”). Base salary will be paid on the same periodic schedule as other administrators of the School System. At the end of each year of the Contract, the Board shall review the Superintendent’s annual base salary and may elect to increase the annual base salary.

5. Expenses and Benefits

5.1 (a) The Board shall pay to Superintendent a monthly allowance of Seven Hundred Dollars (\$700 USD) per month to assist in covering or offsetting routine and reasonable expenses arising out of Superintendent’s performance of duties hereunder, including, but not limited to, automobile expenses incurred while performing the duties and responsibilities under this

Agreement. Superintendent shall provide her own automobile and be responsible for payment of any expenses related to such automobile, including insurance.

(b) The Board shall reimburse Superintendent for all non-travel-related expenses that are necessary and appropriate to carry out her duties as superintendent, provided that Superintendent provides receipts for such expenses.

(c) The Board shall directly pay or reimburse to the Superintendent any out-of-pocket expenses for travel outside of the Metropolitan Atlanta area in connection with her duties as superintendent, including lodging, meals, and mileage at the applicable federal mileage reimbursement rate, provided that Superintendent provides receipts for such expenses.

(d) The Board shall directly pay or reimburse to the Superintendent dues and associated costs for up to three civic organizations and up to three professional organizations not to exceed \$5,000 in total per year. The Board encourages the Superintendent's participation in the American Association of School Administrators, the Georgia School Superintendents Association, and any other organizations that will aid the superintendent in staying current on educational trends and developments and carrying out her duties as superintendent.

(e) The Board shall directly pay or reimburse to the Superintendent any costs and expenses to attend professional conferences of which Board is advised in advance and approves. The Board encourages the Superintendent's attendance and participation at conferences of the American Association of School Administrators, the Georgia School Board Association, the Georgia School Superintendents Association, and any other conferences that will aid the superintendent in staying current on educational trends and developments and carrying out her duties as superintendent. In determining professional conferences to attend, Superintendent will take the School System's academic calendar in consideration and avoid lengthy periods of absence to attend conferences on days when students are in attendance in the School System. Superintendent shall make reasonable efforts to advise the Board by July 1 of each year of the conferences she would like to attend between July 1 and December 31 of that year, and to advise the Board by January 1 of each year of the conferences she would like to attend between January 1 and June 30 of that year. As attendance at professional conferences is part of the Superintendent's professional growth, the Superintendent shall not be required to utilize vacation or personal leave to attend such conferences.

(f) The School System will provide and pay for technology supplies for Superintendent that are necessary and appropriate to carry out her duties as superintendent, including a cell phone, tablet, and laptop, and will pay all costs and fees associated with service and hardware for the same.

5.2 Superintendent shall receive fifteen (15) days of vacation leave beginning on July 1 of each year, which Superintendent may use for any reason during the Contract Period. Superintendent shall record the vacation leave days that she uses in the School System's records system in accordance with the School System's then current policies. Superintendent is not required to, and shall not, record vacation leave for any day that is a weekend, state holiday, or an off-contract day identified on the 225-Day Employee Calendar. After the conclusion of each year of the contract period, June 30 of each year, School System will pay Superintendent for any

vacation leave days that she has not used during the past year at the rate of \$1,044.44 per day (which is the base salary divided by the number of on-contract days for administrative staff during the Contract Period). For avoidance of doubt, this payment for unused vacation leave days cannot exceed \$15,666.67 per year. Nothing in this paragraph shall prevent Superintendent from using compensatory time for hours worked outside of normal workdays for administrators in accordance with the standard School System practice. If the Board increases the Superintendent's base salary during the term of this contract, the School System shall calculate a new daily rate of pay for unused vacation days based on the increased annual base salary.

5.3 Superintendent shall earn fifteen (15) days of sick leave beginning on July 1 of each year, which she will earn at the rate and may use in accordance with the Schools System's policy for sick leave for administrators. Superintendent will not receive payment for any unused days of sick leave remaining at the end of the Contract Period, but any such unused sick leave days may be credited to her with the Teachers Retirement System of Georgia pursuant to that system's policies. Consistent with School System policy, Superintendent may accrue and carry over sick leave days from year to year. Superintendent may transfer up to 45 days of unused sick leave from another Georgia school system.

5.4 Superintendent shall keep the Board informed regarding any time she will be out of the office for leave of any kind, including when the central office of the School System is closed, and she shall also be responsible for identifying a system administrator to be in charge when she is both absent and unavailable.

5.5 Superintendent shall have access to family medical and hospital insurance, long and short term disability, dental and vision insurance, retirement benefits, and all other benefits offered to other administrators of the School System on the same terms as offered to other administrators of the School System, except that (i) Superintendent's vacation and sick leave shall be governed by Sections 5.2 and 5.3 of this Agreement; (ii) the Board will match dollar-for-dollar, up to a maximum of ten (10%) percent of Superintendent's annual base salary, Superintendent's contributions to any legally qualified tax sheltered annuity retirement account (Board's total contribution is capped at 10% of Superintendent's base salary, but can be distributed among multiple legally qualified tax shelter annuity retirement accounts at Superintendent's discretion); and (iii) the Board will pay directly to the insurer the premium rate for Superintendent for a \$300,000 term life insurance policy offered by the School System.

6. Termination and Suspension

6.1 This Agreement may be terminated in any of the following ways:

(a) *By mutual agreement of the Parties.*

(b) *The death of the Superintendent.* Upon the death of the Superintendent, this Agreement shall terminate immediately.

(c) *The disability of Superintendent, as determined by the Board.* If a question exists among the Board or between the Board and the Superintendent concerning the ability of Superintendent to return to her duties, the Board may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and

Superintendent shall mutually agree on the physician to perform the examination. The examination shall be performed at the Board's expense. The physician's report shall be limited to the issue of whether Superintendent has a continuing disability that prohibits her from performing the duties of the Superintendent. In addition, Board may terminate this Agreement by written notice to Superintendent at any time after Superintendent has exhausted any leave as may be available by law or under this Agreement and has been absent from her employment, for whatever cause, for an additional period of thirty (30) days during the term of this Agreement. Superintendent may be granted unpaid medical leave for up to sixty (60) days after exhausting any leave as may be available by law or under this Agreement in accordance with School System Policy.

(d) *The discharge of Superintendent by the Board for Cause.* "Cause," as used herein with reference to the discharge of Superintendent, shall mean such conduct as shall constitute, as a matter of law, a breach of the representations, warranties, and obligations of Superintendent hereunder, including, but not limited to, the willful breach of her duties set forth by law or in this Agreement. Cause shall include but is not limited to, the following:

- (1) Incompetence;
- (2) Insubordination;
- (3) Willful neglect of duties;
- (4) Immorality;
- (5) Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the Board;
- (6) Failure to secure and maintain necessary educational training;
- (7) Failure to comply fully with any warranty set forth in Section 8 of this Agreement;
- (8) Making false or incorrect representations in the Warranties and Representations of Superintendent section of this Agreement;
- (9) Failure of Superintendent to obtain, earn, receive, possess, acquire, and maintain in full force all professional certificates and other educational requirements and endorsements required by this Agreement and/or the laws, rules and regulations of the Board, the Professional Standards Commission, or the State Board of Education or as may reasonably be required hereafter;
- (10) Inability of Superintendent to be bonded;
- (11) Any other ground for termination contained in O.C.G.A. § 20-2-940(a), as amended from time to time; or
- (12) Any other good and sufficient cause.

The discharge of the Superintendent for Cause under this paragraph will comply with the requirements O.C.G.A. § 20-9-940.

(e) *The discharge of Superintendent by the Board for other than Cause.* The Board may, at its option, and by giving a minimum of ninety (90) days written notice to Superintendent, unilaterally terminate this Agreement for its convenience at any time. In the event of such termination, the Board shall pay to Superintendent as damages for such termination an amount equal to the remaining base salary. Further, for the remaining Contract Period, the Board shall continue paying directly to the insurer the life insurance premium payments set forth in Section 5.5 of this Agreement. If Superintendent timely elects to continue her group health benefits under COBRA, the Board agrees to pay directly to the insurer the full monthly cost of Superintendent's COBRA premiums for the remaining Contract Period. For the avoidance of doubt, upon termination under this paragraph (e), the Board shall pay Superintendent for unused vacation leave days under Section 5.2. In addition, the School System shall pay Superintendent any expense due and owing at the time of discharge without cause, and any unused sick leave days may be credited to her with the Teachers Retirement System of Georgia.

(f) *The resignation of Superintendent from this Agreement.* Superintendent may resign at any time during the term of this Agreement, provided that she has furnished the Board with written notice of her intention to resign at least ninety (90) days prior to the effective date of her resignation. For the avoidance of doubt, upon termination under this paragraph (f), the Board shall pay Superintendent for unused vacation leave days under Section 5.2. School System shall pay Superintendent any expense due and owing at the time of resignation, and any unused sick leave days may be credited to her with the Teachers Retirement System of Georgia.

6.2 Notwithstanding anything else herein to the contrary, the Board may suspend Superintendent with pay pending the Board's investigation of any alleged violation under this Agreement, but if any delay in the investigation is caused by Superintendent, whether due to lack of preparation, sickness, or otherwise, Superintendent shall not be paid for such period of delay.

6.3 In the event of termination of this Agreement for any reason, the Board's obligations hereunder, including, but not limited to financial obligations, except those that expressly survive the termination of this Agreement, shall terminate immediately.

6.4 The Board is not required to prepare or implement any professional development or other remedial plan, or to first give notice of any deficiency to Superintendent, before taking any disciplinary or other action involving termination or suspension of Superintendent's contract.

7. Annual Performance Evaluation

7.1 Between July 1 and September 30 of each year of this Contract, the Board and Superintendent shall meet to establish performance goals for the School System and the instrument to be used to conduct the Superintendent's annual evaluation. No later than September 1, 2024 and each subsequent September 1 of this Contract, the Board shall conduct the Superintendent's annual evaluation pursuant to the requirements of O.C.G.A. § 20-2-210. No later than 30 days prior to the Superintendent's annual evaluation, the Superintendent shall provide the Board a self-appraisal

using the established evaluation instrument and the Board shall take the self-appraisal into account in conducting its evaluation.

7.2 The Board shall conduct the Superintendent's annual evaluation in closed session. The Superintendent shall have the opportunity to attend the closed session and the opportunity to respond to the Board's evaluation in writing. A copy of the Superintendent's annual evaluation shall be part of Superintendent's personnel evaluation file and shall be confidential in accordance with state law.

8. Warranties and Representations of Superintendent

8.1 Superintendent warrants and represents as follows:

(a) That she is duly licensed and qualified to serve as superintendent of School System at the time of making application for the position, and at the time of assuming the position, 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 of Georgia Board of Education, and by the School System.

(b) That Superintendent possesses all additional degrees, qualifications, certificates, and other requirements as may have been required by School System at the time of employment.

(c) That all information set forth in any Application for Employment presented to the School System by Superintendent was then and is now true and correct in every way and if any of said information ceases to be true and accurate, Superintendent will advise the Board thereof immediately.

(d) 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 of the United States, or any Foreign Country, including any first offender or nolo contendere dispositions.

(e) 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 imminent.

9. Professional Liability

9.1 (a) The Board agrees to defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in her official or individual capacity, while acting within the scope of her employment, excluding criminal charges or actions, a criminal investigation, or a dispute relating to the termination of this Agreement. The Board may satisfy the purchase of liability insurance pursuant to the Georgia law. This Section 9.1 does not and shall not be construed to create any personal liability on the part of any member of the Board.

(b) If any conflict exists regarding the defense of such demands, claims, suits, actions or legal proceedings between the legal position of the Superintendent and the legal position

of the Board, the Superintendent and the Board shall confer in good faith as to the appropriateness of the Superintendent engaging separate legal counsel from that of the Board, and if it is determined by the Board that separate legal counsel should be engaged, the Board shall indemnify the Superintendent for the costs of legal defense as permitted by State law. The Board shall not, however, be required to pay any costs of legal proceedings in the event the Board and Superintendent have adverse interest in such litigation.

(c) This Section 9 shall survive the termination of this Contract.

10. Modifications

10.1 No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by both parties.

11. General Provisions

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. It is expressly stated that the terms and conditions of this Agreement are subject to the provisions of the Constitution of the State of Georgia and the various laws of said State relating to a superintendent of an independent school system and to public education and is also subject to adequate appropriations by the General Assembly.

11.2 Any section, subsection, paragraph, term, or provision of this Agreement that is adjudged, held, found or declared to be void, voidable, ultra vires, unlawful or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

11.3 This Agreement represents the sole agreement between the Parties and supersedes any and all previous representations made by Parties.

11.4 This Agreement may be executed in duplicate originals with either original sufficing as an original agreement.

[The remainder of this page is intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the later day and year written below.

EMPLOYER:

EMPLOYEE:

BOARD OF EDUCATION
OF THE CITY OF DECATUR

SUPERINTENDENT

By: _____
James Herndon
Board Chair

by: _____
Gyimah Whitaker, Ed.D.
Superintendent

By: _____
Carmen Sulton
Vice Chair

DATE: _____

By: _____
Jana Johnson-Davis
Member

By: _____
Tasha White
Member

By: _____
Hans Utz
Member

DATE: _____