

**CONTRACTUAL MODIFICATION
AND TRANSITION AGREEMENT**

This Contractual Modification and Transition Agreement (the "Agreement") is effective as of April 27, 2021 (the "Effective Date") by and among DAVID DUDE, Ph.D. (hereafter "Employee," a term which includes Employee and all heirs, successors and assigns, agents, and attorneys), and the BOARD OF EDUCATION OF THE CITY OF DECATUR (hereafter the "City Schools," a term which includes the Board of Education, the City Schools of Decatur, Board Members, officers, managers, employees, agents, attorneys, insurers, and successors and assigns of City Schools). Employee and the Board are individually a "Party" and collectively the "Parties" to this Agreement.

WHEREAS, Employee and the City Schools entered into a Contract of Employment/Superintendent of Schools (the "Employment Contract"), which governs Employee's role as Superintendent of the City Schools of Decatur for the period of July 1, 2018 through June 30, 2021;

WHEREAS, Employee and the Board have mutually agreed that it is the best interest of the Parties that Employee's employment with the City Schools should end when the term of the Employment Contract expires on June 30, 2021 and that Employee should no longer perform the duties of Superintendent of the City Schools of Decatur between the Effective Date and June 30, 2021;

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements made herein by and among the Parties, the sufficiency of which the Parties hereby acknowledge, the Parties agree to the following:

1. Cessation of Superintendent Duties and Transition Responsibilities

The Parties agree that as of the Effective Date, Employee will no longer perform the duties of; nor assume the benefits, privileges, and authority of; the Superintendent of the City Schools of Decatur, including but not limited to the duties enumerated in Section 2 of the Employment Contract. Employee agrees that as of the Effective Date he shall no longer function in any way as the Superintendent of the City Schools of Decatur nor hold himself out as such to anyone under any circumstances. Employee accepts and agrees that as of the Effective Date all authority of the Superintendent of the City Schools of Decatur rests with the Interim Superintendent. Employee

agrees that between the Effective Date and June 30, 2021, Employee will serve as an informational consultant to the Interim Superintendent and the Board of Education, as the Interim Superintendent or the Board of Education may direct him from time to time. Employee's employment relationship with the City Schools shall end on June 30, 2021.

2. No Termination

City Schools agrees that it will not discharge Employee pursuant to Section 5 of the Employment Contract.

3. Benefits

a) After the Effective Date, and through the end of the term of the Employment Contract on June 30, 2021, Employee shall continue to receive the compensation and benefits provided in Sections 3 and 4 of the Employment Contract, except that:

i. Employee's Annual Vacation Days, as defined under 4.2 of the Employment Contract, shall be paid as though Employee had resigned or been terminated on April 30, 2021; and

ii. Employee shall accrue no additional unused sick leave eligible for payment under Section 4.3 of the Employment Contract after April 30, 2021.

b) City Schools shall continue to pay for family medical and hospital insurance that the Board offers to other employees, as described in Section 4.4 of the Employment Contract, for coverage periods through August 31, 2021.

4. No Admissions

Employee and City Schools agree that the entry of the Parties into this Agreement, and the agreements contained herein, are not and shall not be considered to be an admission of liability on the part of either Party hereto or any parties hereby released or held harmless.

5. **Mutual Release of Claims**

Both Employee and City Schools release, discharge, and hold harmless the other Party from each and every civil claim, cause of action, right, liability, or demand of any kind and nature—including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Equal Pay Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any other similar labor, employment or anti-discrimination law under state, federal, or local law, whether known or unknown, and from any other claims which may be derived therefrom—that either Party had, has, or might claim to have against the other Party existing or arising up to and including the date that Employee executes this Agreement. Employee waives any claim to any further compensation or benefits other than those expressly set forth in the Employment Contract as modified by this Agreement. The Parties agree that any and all agreements for employment between the Parties, whether written or oral, other than the Employment Contract and this Agreement, are hereby abandoned and unenforceable against either Party.

6. **Mutual Covenant Not to Sue or Accept Recovery**

Both Employee and City Schools agree not to sue the other Party, or any party released herein, for any claim released by this Agreement. The Parties further agree not to accept, recover, or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative remedies for any claim released by this Agreement.

7. **Mutual Non-disparagement**

Both Employee and City Schools agree not to induce, incite, advise, or encourage others in pursuing claims of any nature against the other Party, except as required by subpoena or court order. Both Employee and City Schools further agree that they will not engage in disparaging words or conduct directed at the other Party, except as required by subpoena or court order.

8. Payments Due Under the Employment Contract

- a) For the avoidance of doubt, the Parties hereby acknowledge that the Employment Contract provides the following payments to Employee after the Effective Date of this Agreement:
- i. Monthly compensation and allowance under Sections 3.1 and 4.1 of the Employment Contract for the months of May 2021 and June 2021;
 - ii. The cash-out of Annual Vacation Days as provided under Section 4.2 of the Employment Contract, as modified by Section 3 of this Agreement;
 - iii. Payment for accrued but unused sick days as provided under Section 4.3 of the Employment Contract, as modified by Section 3 of this Agreement, which the Parties acknowledge will result in payment for the maximum number of accrued but unused sick days allowed under the Employment Contract;
 - iv. Reimbursement for Employee's payments of life and long-term disability insurance for coverage periods through June 30, 2021, as provided in Section 4.4 of the Employment Contract, which will be paid to Employee upon his furnishing a letter from his insurance agent demonstrating the premiums paid and the benefits under said policies (as past practice).
- b) City Schools will make the payments and reimbursements described in paragraphs (a)(ii), (a)(iii), and (a)(iv) of this Section 8 by May 31, 2021.

9. Modification of Employment Contract

The Parties agree that this Agreement is a modification of the Employment Contract to the extent this Agreement provides terms that modify the Employment Contract. In the case of a conflict between the Employment Contract and this Agreement, this Agreement shall control. For the avoidance of doubt, this Agreement does not modify the survival of Section 8 of the Employment Contract.

10. Construction of Agreement

The parties agree that the covenants of the Agreement are severable. If any single clause or clauses shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without any severed clauses in accordance with the terms of the Agreement.

11. Entire Understanding

The parties acknowledge that this Agreement contains the entire understanding of the parties with regard to the subject matter hereof. This Agreement may not be modified without the express written consent of the parties hereto. This Agreement is entered into without reliance upon any statement or representation of any party hereto or parties released hereby other than the statements and representations contained in writing in the Agreement.

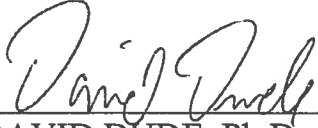
12. Full and Knowing Waiver

By signing the Agreement, Employee certifies that:

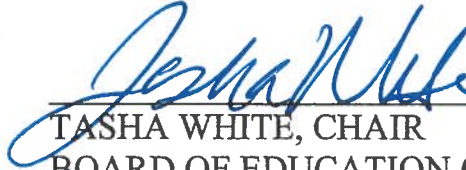
- a. he has carefully read and fully understands the provisions of the Agreement, including the release and covenant not to sue portions of the Agreement; and
- b. he has had the opportunity to consult with an attorney before signing the Agreement; and
- c. he was allowed a reasonable amount of time to consider and accept the terms of the Agreement;
- d. he was advised of and waived his right under the Older Worker's Benefits Protection Act to have at least 21 days to consider this Agreement before signing it; and

e. he agrees to its terms knowingly, voluntarily and without intimidation, coercion or pressure.

The undersigned hereby execute the Agreement on the date written below.



DAVID DUDE, Ph.D.
EMPLOYEE



TASHA WHITE, CHAIR
BOARD OF EDUCATION OF THE
CITY OF DECATUR, ON BEHALF OF
THE BOARD

Date: 4/26/2021

Date: 4-27-21