

**EMPLOYMENT AGREEMENT BETWEEN DR. DEVON HORTON
AND
DEKALB COUNTY BOARD OF EDUCATION**

This Employment Agreement (the "Agreement") is made and entered in this ____ day of _____, 2023 ("Effective Date"), by and between Dr. Devon Horton (hereinafter referred to as the "Superintendent") and the DeKalb County Board of Education (hereinafter referred to as the "Board"), the governing body of the DeKalb County School District (hereinafter referred to as "School District" or "District"), a political subdivision of the State of Georgia (the Board and the Superintendent may be referred to collectively in this Agreement as the ("Parties")).

RECITALS

WHEREAS, the Board offers to employ Dr. Devon Horton as Chief Executive Officer and Superintendent with responsibility as the chief executive and administrative officer of the School District, upon the terms and conditions set forth herein; and

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the School District and Superintending agree as follows:

AGREEMENT

1. OFFER OF EMPLOYMENT

The Board, pursuant to the statutes of the State of Georgia and in accordance with a motion duly adopted by the Board, offers to employ Dr. Devon Horton as the Chief Executive Officer and Superintendent of the School District upon the terms and conditions set forth in this Agreement.

2. ACCEPTANCE BY SUPERINTENDENT

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

3. ANNUAL BASE SALARY

Commencing as of July 1, 2023, the Board shall pay the Superintendent an annual base salary of Three Hundred Twenty Five Thousand Dollars (\$325,000) for the term of the Superintendent's employment

pursuant to this Agreement, as defined below. The Superintendent's annual base salary shall be paid in twelve (12) equal installments on the last day of the month for services rendered during the month.

4. TERM OF EMPLOYMENT

Superintendent's term of employment shall commence effective July 1, 2023 and terminate on June 30, 2025. The Board has the option to extend Superintendent's term of employment for a period of one year ending June 30, 2026 provided the Board give notice no later than December 31, 2024 of its intent to exercise its option to extend the terms of the Agreement.

5. BOARD/SUPERINTENDENT COMMUNICATIONS AND WORKING RELATIONSHIPS

a. On or before September 1, 2023, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will work together and communicate and annually thereafter, shall review and determine whether any changes are necessary to the agreed-upon process and procedures.

b. The Board, individually and collectively, shall bring to the Superintendent any material criticism, concerns or suggestions regarding the operation of the District or the performance of the Superintendent for his study and review and any necessary resolution.

6. OFFICE OF SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

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

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

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

- i. Appoint the administrative and supervisory staff at the level below director, including the instructional and non-instructional personnel;
- ii. Terminate, organize, and reorganize the administrative and supervisory staff at the level above director, including the instructional and non-instructional personnel;
- iii. Select all personnel;
- iv. Transfer school administrators and teachers from one school to another, or from one grade of a course of study to another grade in such course consistent with any applicable employee handbook and any applicable court order;
- v. Employ, re-employ, suspend, terminate, or otherwise impact conditions of employment of all non-certified personnel except as limited by contract or law, consistent with any applicable employee handbook and any applicable court order;

- vi. Have charge of the administration of the District;
- vii. Implement all policies of the Board, all policies and regulations of the State Board of Education and State Department of Education, and all state and federal laws relevant to education and operation of the District;
- viii. From time to time, suggest policies, rules and procedures deemed necessary for the well ordering of the District;
- ix. Attend and participate in all meetings of the Board (except any executive session at which the Board either formulates the Superintendent's evaluation or discusses the Superintendent as a personnel matter), providing administrative recommendations on each item of business brought before the Board;
- x. Assume responsibility for the overall financial planning of the District, for the preparation of an annual budget, and for submitting the budget to the Board for review and approval;
- xi. Act as a liaison between the District and the State School Superintendent and between the District and the community, by assuming responsibility for a program of public relations and by using reasonable efforts to create and maintain a wholesome and cooperative working relationship between the schools and the community;
- xii. Stay abreast of educational trends and developments by participating in appropriate professional organizations at both the state and national levels; and
- xiii. Perform other duties as may be required by the Constitution and laws or regulations of the State of Georgia commensurate with the office of the Superintendent.

d. Superintendent shall work to advance the student achievement and shall act according to the policies, procedures, and regulations adopted by the Board and shall enforce and execute all decisions, policies, procedures and regulations officially adopted from time to time by the Board. Superintendent shall also be responsible for carrying out all duties to the office delegated to him by the Board relating to the operation of the School District that are commensurate with the Office of Superintendent.

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

f. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

7. RELOCATION

The Superintendent agrees to become a resident of DeKalb County, Georgia within six (6) months of the effective date of this Agreement. The Board shall reimburse the Superintendent for reasonable and actual relocation expenses as he moves to DeKalb County. The relocation expenses to be reimbursed shall be based on the lowest of at least three valid written estimates submitted in advance from reputable moving firms and in accordance with accepted standards of the relocation industry, as well as reasonable priced airfare and travel accommodations, but in no event shall relocation expenses be reimbursed for an amount greater than Twenty Thousand Dollars (\$20,000.00). The Board also agrees to provide the Superintendent

a housing allowance of Two Thousand Dollars (\$2,000.00) per month for the first two (2) months or until the Superintendent has secured permanent housing, whichever occurs sooner.

8. BENEFITS

a. Standard Benefits. The Superintendent shall pay the employee's portion of the benefit level of his choosing among the entire standard package of benefits provided to other twelve-month certified administrative School District employees, including but not limited to, medical, dental, vision, life, long-term disability and accidental death and dismemberment insurance, any other forms of insurance protection provided to twelve-month certified administrative District employees; membership in the Teacher Retirement System of Georgia ("TRS"); paid and unpaid leave; vacation; and any other benefits made available to twelve-month certified administrative School District employees. Unused sick days may be carried over from year to year in the manner provided by Georgia law and Board policy. Carry-over of vacation days shall be in accordance with Georgia law and Board policy. The commencement of the benefits will occur as provided by applicable State Health Benefit Plan regulations. The Board shall also reimburse the Superintendent for COBRA-related health care costs for him for the month of July, 2023, to the extent the Superintendent is not eligible for the District's health insurance or any other employee-based health insurance during that time.

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

9. TRANSPORTATION EXPENSES

a. Routine Expenses. The Board shall pay the Superintendent an expense allotment of One Thousand Five Hundred Dollars (\$1,500.00) per month throughout the Term to cover routine expenses incurred in connection with his position, and the Superintendent shall not be required to submit reimbursement requests for such expenses.

b. Transportation. The Board shall provide the Superintendent with the full-time use of an automobile furnished by the Board and a driver for business related travel only.

c. Outside Activities. The Superintendent shall devote his full time, attention, and energy to the business of the School District. The Superintendent shall not render, directly or indirectly, services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Board.

d. Professional and Civic Expenses. The Superintendent is authorized to incur reasonable expenses in the discharge of his duties as Superintendent, including, but not limited to, expenses for travel and lodging, consistent with Board policy; professional association dues and fees, including membership in education organizations as approved by the Board; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment. The Board will pay or reimburse the Superintendent for all such expenses incurred during the term, or any extension, of this Agreement upon presentation, from time to time, of an itemized account of such expenditures. Such expenditures shall be in compliance with Board policies and the District's administrative regulations and procedures, and funds for such expenses shall previously have been budgeted for as general expenses of the Superintendent by the Board. If the Board deems it necessary, it may provide reasonable expenses for the security of the Superintendent and his family. To encourage community activity on the part of the Superintendent, 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.

10. TERMINATION OF EMPLOYMENT AGREEMENT

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

- a. Mutual Agreement of the Parties.
- b. Death of Superintendent. If the Superintendent dies during the term of this Agreement, the Board shall pay to his estate his annual base salary through the end of the month in which his death occurs.
- c. Disability of the Superintendent. In the event the Superintendent is unable to perform the essential functions of his position because of a disability, the Board shall make such accommodations that are reasonable, and the Superintendent will provide such cooperation and assistance in working with the Board for the evaluation and determination of the reasonableness of any proposed accommodations. The Superintendent's and the Board's obligations in the foregoing sentence will be governed by The Americans with Disabilities Act of 1990. (hereinafter referred to as the "ADA"). If the Superintendent remains unable to perform the essential functions of his position, either with or without reasonable accommodations, as defined under the ADA, for an aggregate period of sixty (60) days within any period of ninety (90) consecutive days during the term of this Agreement, the Board may terminate this Agreement by written notice to the Superintendent. If a question exists concerning the capacity of the Superintendent to perform or resume his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in Georgia and board-certified in the relevant field of medicine. The Board and the Superintendent shall jointly select the doctor and the examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prevents him from performing the essential functions of his position either with or without reasonable accommodations as defined under the ADA. Nothing in this provision limits the Superintendent's ability to consult with his own medical personnel at his expense.
- d. Termination of Cause by Board. The School District may terminate the Superintendent for cause pursuant to O.C.G.A. § 20-2-940. "Any other good and sufficient cause" under O.C.G.A. § 20-2-940 (8) is defined as conduct on the part of the Superintendent that is materially prejudicial to the School District, which shall be limited to: (1) material breach of this Agreement, whether or not intentional; (2) unfitness to instruct or associate with children; or (3) immoral conduct as defined by case law. Provided and pursuant to O.C.G.A. § 20-2-940, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal, and the Superintendent shall have the right to detailed written charges, a fair hearing before the Board, and thirty (30) days' written notice of said charges and hearing. At any such hearing, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Tribunal shall be made available without charge to the Superintendent. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Tribunal, he will assume the cost of his legal expenses. The School Board and School District shall retain all other legal remedies available to it in the event of breach of this Agreement by the Superintendent.
- e. Termination for the Board's Convenience. The Board may at its option unilaterally terminate this Agreement for its convenience. In the event the Board exercises its option to terminate this Agreement unilaterally for convenience, the Board will pay the Superintendent severance pay according to the following terms:

1. In the event the Board exercises its option to terminate this Agreement for convenience at any time from the date of execution of this Agreement up through January 1, 2024, the Board shall pay the Superintendent severance pay in the amount of eighteen (18) months of his prorated annual base salary.

2. In the event the Board exercises its option to terminate this Agreement for convenience at any time from January 2, 2024 through July 1, 2024 the Board's severance payment to the Superintendent shall be as follows:

a. For termination from January 2, 2024 through February 1, 2024, the Board shall pay the Superintendent severance pay in the amount of seventeen (17) months of his prorated annual base salary.

b. For termination from February 2, 2024 through March 1, 2024 the Board shall pay the Superintendent severance pay in the amount of sixteen (16) months of his prorated annual base salary.

c. For termination from March 2, 2024 through April 1, 2024, the Board shall pay the Superintendent severance pay in the amount of fifteen (15) months of his prorated annual base salary.

d. For termination from April 2, 2024 through May 1, 2024 the Board shall pay the Superintendent severance pay in the amount of fourteen (14) months of his prorated annual base salary.

e. For termination from May 2, 2024 through June 1, 2024 the Board shall pay the Superintendent severance pay in the amount of thirteen (13) months of his prorated annual base salary.

f. For termination from June 2, 2024 through July 1, 2024, the Board shall pay the Superintendent severance pay in the amount of twelve (12) months of his prorated annual base salary.

3. In the event the Board exercises its option to terminate this Agreement for convenience at any time after June 2, 2024 i.e. starting on June 3, 2024 the Board shall pay to the Superintendent severance pay in the amount of either twelve (12) months of his prorated annual base salary or the base salary remaining under the Agreement, including any then-existing amendment or extension thereto, whichever is less.

4. Upon payment by the Board of the severance pay to the Superintendent, the Superintendent shall be deemed to have extinguished any claim in relation to his termination, including any claim or allegation that such termination by the Board was improper.

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

g. Termination Due to Certification. By suspension or revocation of Superintendent's certification.

h. Agreement to Cooperate after Termination. Following termination, the Superintendent agrees that he will reasonably cooperate with the Board, as well as its attorneys and agents, in any administrative actions, legal proceedings, or lawsuits then pending or filed, or that become pending or filed in the future, by or against the Board, the District, or any administrator, teacher, staff, or employee of any kind, that relate to his tenure as Superintendent, by making himself available to consult with and assist the Board's attorneys or agents for discovery, depositions, hearings, or trial testimony, and any other means that may be necessary to pursue or defend any such actions. The District will bear financial responsibility for any and all reasonable and necessary expenses associated with the same, such as travel, hotel, and the like necessary for the carrying out of such cooperation, plus a daily consultation reimbursement fee equal to the base salary per diem of the Superintendent at the time of termination. Expenses pursuant to this Section will not exceed the amounts provided for such expenses by State or District regulations unless circumstances require otherwise, and the Parties mutually agree. Such expenses may either be paid directly by the Board or

reimbursed to the Superintendent upon the submission of receipts, whichever is most practical in the various circumstances as they arise.

11. TECHNOLOGY SUPPORT

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

12. SUPERINTENDENT'S REPRESENTATIONS AND WARRANTIES

The Superintendent represents and warrants that: (a) he is applying for licensure and is qualified to serve as Superintendent of Schools for the District, and that he will obtain or possess acceptable business or management experience as specified by the Professional Standards Commission or the minimum valid certificate or a letter of eligibility for said certificate required by the Professional Standards Commission, as well as additional certificates, endorsements, qualifications, and additional training and other requirements that are required by law, the Professional Standards Commission, the State Board of Education, or the Board; (b) he has never been convicted of any offense involving a felony, misdemeanor, or any other offense involving moral turpitude (other than minor traffic offense, but including operating a motor vehicle or water craft under the influence of alcohol or controlled substances) under the federal or state laws of the United States, and any state, city, county, or other political subdivision thereof, or any foreign country, and including any first offender or nolo contendere certificate related to his employment, profession, or other advanced degree or training, nor has he voluntarily surrendered the same under any circumstances; (d) he does not have an immediate family member who is a member of the Board; and (e) he does not have an immediate family member who has been hired as or promoted to the position of principal, assistant principal or system administrative staff by the District on or after July 1, 2023 and he agrees to disclose any family member who is hired by the District.

13. SUPPLEMENTAL RETIREMENT PLAN

The School District shall fund a supplemental retirement plan ("Supplemental Retirement Plan") for Superintendent in the amount of Fifteen Thousand Dollars (\$15,000.00), as of the first day of January 1, 2024, in a plan established by the Board at its expense under Section 457(b) of Code per Contract Year the ("Yearly Contribution Amount").

The Yearly Contribution Amount shall be made beginning January 1, 2024 and each January thereafter; provided, however, that in no event shall the School District's contribution for any Contract Year exceed the maximum amount permitted by the Code.

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

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

Should this Agreement be terminated for any reason in the middle of a Contract Year, the Superintendent shall refund to the School District a pro rata amount of funds contributed to his 457(b) account for that Contract Year. The amount pro rata funds shall be calculated by multiplying the number of complete months remaining within the Contract Year by One Thousand Dollars (\$1,000.00).

14. EVALUATION

a. Goals. No later than September 1, 2023, the Parties shall meet to establish performance goals to be used to evaluate the Superintendent and to agree on an evaluation instrument to be used to evaluate the Superintendent and expectations of performance by the Superintendent, which shall be among the criteria by which the Superintendent shall be evaluated for that school year. Said goals and objectives shall be reduced to writing and provided to the Superintendent. The goals shall address all facets of the Superintendent's responsibilities as provided for in Board policy and this Agreement.

b. Evaluation Process. The Board and Superintendent desire to improve the School District by means of an ongoing, fair, and effective Superintendent evaluation process, consistent with expectations for all the School District's employees. On June 1 of each year of the Agreement, the Board and the Superintendent shall meet in closed executive session for the purpose of evaluating the Superintendent's performance. At least thirty (30) days prior to the Superintendent's evaluation, the Superintendent shall provide the Board a self-appraisal using the agreed-upon evaluation instrument and the Board shall take this self-appraisal into consideration in conducting the Superintendent's evaluation. The Board's evaluation and assessment of the Superintendent shall be in writing, pursuant to a mutually agreed upon evaluation format, and shall be reasonably related to the Superintendent's duties and the goals of the Board for the year in question. The evaluation format shall be consistent with the requirements of state law. In the event of disagreement as to the evaluation format, the Board shall specify the evaluation format, provided it is reasonable and consistent with any requirements of state law. Any evaluation format shall include a requirement that the Board meet in person with the Superintendent to discuss the evaluation and shall afford the Superintendent the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. The Superintendent shall be responsible for notifying the Board in writing of the need to perform the aforementioned annual evaluation in March 1 of each year of this Agreement and revise as necessary to permit the Board to assemble itself in order to properly carry out that responsibility.

15. ENTIRE AGREEMENT

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

16. ENFORCEABILITY

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

17. ADVICE TO COUNSEL

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

18. INTERPRETATION OF AGREEMENT

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

19. CONTROLLING LAW

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

20. COUNTERPARTS

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

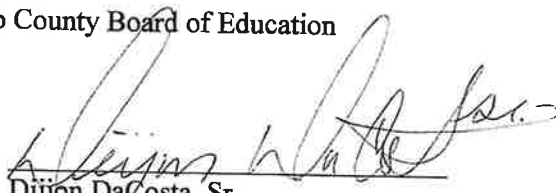
IN WITNESS WHEREOF, the School District has caused this Agreement to be approved on its behalf by a duly authorized officer and the Superintendent has approved this Agreement effective on the 17 day of May, 2023.

Superintendent


Dr. Devon Horton

DeKalb County Board of Education

By:


Dijon DaCosta, Sr.
As: Board Chair