CONTRACTUAL MODIFICATION AND RESOLUTION AGREEMENT

This Contractual Modification and Resolution Agreement (the "Agreement") is effective as of November 10, 2026 (the "Effective Date") by and among GYIMAH WHITAKER, Ed.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, Board Members, officers, 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 Second Amendment and Extension to 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, 2025 through June 30, 2028; and

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 at the close of business on December 31, 2026; and

WHEREAS, in accordance with the terms and conditions set forth herein, the Parties mutually desire to terminate the Employment Contract pursuant to Section 6.1(a) of the Employment Contract, effective as of the close of business on December 31, 2026.

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

a) The Parties agree that Employee's last date of employment with City Schools shall be December 31, 2026. As of January 1, 2027, Employee will no longer perform nor have any obligation to 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 January 1, 2027, she shall no longer function nor have any obligation to function in any way as the Superintendent of the City Schools of Decatur nor hold herself out as such to anyone under any circumstances. Employee accepts and agrees that as of January 1, 2027, all authority of the Superintendent of the City Schools of Decatur rests with the incoming Superintendent.

b) Between the Effective Date and December 31, 2026 ("Remaining Period), Employee agrees to reasonably assist the incoming Superintendent in transitioning into the position to promote continuity of operations and an orderly transfer of responsibilities, subject to the performance of Employee's other duties and responsibilities. Such assistance shall include, as reasonably requested, providing an overview of ongoing matters, pending projects, administrative procedures, and other responsibilities of the position; transferring access to relevant records, files, and information; and responding to reasonable questions from the incoming Superintendent regarding the duties and operations of the office.

2. Separation Without Cause

City Schools agrees that this Agreement does not constitute a termination of Employee pursuant to Section 6.1(d) of the Employment Contract and instead constitutes a mutual agreement of the Parties pursuant to Section 6.1(a) of the Employment Contract.

3. 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.

4. Compensation and Benefits Through December 31, 2026

After the Effective Date and through December 31, 2026, Employee shall continue to receive the compensation and benefits provided in Sections 4

and 5 of the Employment Contract.

5. Payments Due Under the Employment Contract

a) As provided in Section 6.1(e) of the Employment Contract, the Parties agree that Employee shall receive the following payments after December 31, 2026:

i. Payment of base salary through June 30, 2028, in the total amount of four hundred one thousand seven hundred dollars (**$401,700.00**), as provided under Section 6.1(e) of the Employment Contract. Such salary will be paid in two installments, with 75% (three hundred one thousand two hundred seventy-five dollars [**$301,275.00**]) being paid on January 1, 2027, and 25% (one hundred four hundred twenty five dollars [**$100,425.00**] being paid on January 1, 2028, processed as W-2 income, subject to applicable tax withholdings and any other deductions required by law.

ii. The cash-out of Annual Vacation Days as provided under Section 5.2 of the Employment Contract, which in this instance results in the payment of seventeen thousand eight hundred fifty three dollars and thirty cents (**$17,853.30**), as Employee has accrued 15 unused Annual Vacation Days. Payment shall be deposited directly into Employee's 457(b) plan, with Employee making her election no later than December 31, 2026. Payment shall be made by City Schools between January 1, 2027 and January 2, 2027.

iii. Credit to the Teacher's Retirement System of Georgia for 97.31 unused sick days as provided under Section 5.3 of the Employment Contract. City Schools will submit to TRS the sick leave certification no later than January 1, 2027.

iv. COBRA insurance premium payments made directly to the insurer for the current coverage election (including family coverage for vision, dental and health coverage) through June 30, 2028, as long as

Employee remains eligible for COBRA, as set forth in paragraph 5.5 of the Employment Contract.

v. Life insurance premium payments paid directly to the insurer through June 30, 2028, as set forth in paragraph 5.5 of the Employment Contract. CSD will confirm whether coverage is available under the policy for former employees and provide a policy certificate and portability/conversion terms to Employee by **December 1, 2026**. If the group policy does not allow for coverage for a former employee, CSD will pay the equivalent premium for ported coverage of the same $300,000.00 insurance policy directly to another insurer through June 30, 2028.

6. Additional Consideration

In exchange for the release of all claims, as set forth herein, City Schools agrees to the following additional consideration:

i. City schools will purchase one year of airtime in the amount of one hundred forty-four thousand four hundred twenty-two dollars and thirty-two cents (**$144,422.32**) to be paid as an employer contribution to TRS no later than January 1, 2027, or, if TRS will not accept an employer contribution, a cash equivalent directly to Employee through payroll between January 1, 2028 and June 1, 2028.

ii. All payments payable to Employee under this Agreement shall be deposited by City Schools into an escrow account and shall be held in escrow until the date on which each respective payment is due. All funds in the account will remain the property of CSD until each payment date. Employee has no right to receive or direct payment from this account until each payment is due.

iii. CSD will take administrative steps needed to carry out the tax treatment of payments, including payroll processing, TRS filings, and 457(b) deferral paperwork.

7. **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 December 31, 2026. 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.

8. **ADEA Release**

Employee expressly acknowledges and agrees that the release in Section 7 of this Agreement includes a waiver and release of all claims against City Schools under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act. By signing and returning this Agreement, Employee acknowledges that she: (i) has carefully read and fully understands the terms of this Agreement; (ii) is entering into this Agreement voluntarily and knowing that she is releasing claims that she has or may have against City Schools; (iii) is specifically waiving rights and claims under the Age Discrimination in Employment Act; (iv) understands that the waiver of rights under the Age Discrimination in Employment Act does not extend to any rights or claims arising after the date this Agreement is signed; (v) has been advised and is hereby advised by City Schools to consult her attorney regarding this Agreement before executing it; (vi) has been afforded 21 days to consider whether she wishes to enter into this Agreement, though Employee may, in her discretion, sign or reject this Agreement at any time

before the expiration of the 21 days; and (vii) is receiving consideration for the waiver and releases given in this Agreement that is in addition to anything of value that Employee was already entitled to receive. Employee shall have seven (7) days after executing this Agreement to revoke it, and this Agreement shall not be enforceable until the seven (7) day revocation period has expired.

9. 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.

10. Mutual Non-disparagement; Permitted Activities

a) 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.

b) **Parties' Obligation.** Subject to Section 10(d), during the Remaining Term and thereafter, the Board and each individual member thereof (specifically including Tracey Anderson, James Herndon, Lorraine Irier, Carmen Sulton, and Hans Utz in their individual and official capacities) and Employee shall not make, publish, or communicate to any person or entity, or in any public forum, or in any public records as defined by O.C.G.A. § 50-18-70, any statement that is defamatory or that disparages the other. "Public forum" specifically includes but is not limited to social media websites, news organizations, Board meetings, retreats, and/or community meetings, and any CSD event. "Disparagement" is defined for purposes of this Agreement as a false and injurious statement by the Board that discredits the reputation of another or another's property, product, or business. As to individual members of the Board, "Disparagement" will only require a showing that the statement was false or injurious."

c) The Parties acknowledge that a breach of this Section 10 may result in damages that are difficult to ascertain or quantify. Accordingly, the Parties agree that Employee shall be entitled to liquidated damages in the amount of **$100,000.00** for breach of this clause, which the Parties agree represents a reasonable estimate of the anticipated damages resulting from such breach and is not intended as a penalty.

d) **Permitted Activities.** Notwithstanding anything to the contrary in this Agreement, none of the following shall constitute Disparagement or a breach of this Section:

1. The Board's good-faith exercise of its supervisory authority over Employee, consistent with the Employment Contract, supported by facts or objective performance data reasonably believed to be accurate and communicated only to the Board, Employee, or the Parties' legal counsel, as well as Employee's responses to any such exercise by the Board.

2. Critical or constructive statements made directly to Employee from Board members in their supervisory role over Employee, including any feedback made directly to Employee. Such statements or feedback shall not be made in any public forum or public record as that term is defined by O.C.G.A. § 50-18-70.

3. Statements made in the course of any dispute resolution or legal proceeding concerning Employee's performance, the Employment Contract, or this Agreement.

4. Objective findings of fact as a result of any audit, investigation or hearing related to Employee's performance or Employment Contract.

e) **Confidentiality of Evaluations.** The Board shall treat the content of evaluations conducted under Section 10(d) as confidential and shall not disclose it outside the persons described in Section 10(d)(2)(iii), except as required by law or as necessary to enforce this Agreement.

f) **Protected Activity and Required Disclosures.** Nothing in this Agreement prohibits or restricts either party from: (i) providing factual and truthful testimony or evidence in any legal, administrative, or legislative proceeding when compelled by a valid subpoena, court order or applicable legal process; (ii) enforcing rights under this Agreement or the Employment Contract; or (iii) complying with mandatory disclosure obligations under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

g) **Public Statements Regarding Separation.** The Parties will each make a public statement announcing Employee's separation at the November 10, 2026 Board meeting after the Board's approval of this Agreement, a copy of which is attached hereto as Exhibit "A" (the "Public Statements"). Each Party agrees that any statement or communication to school system employees, the media, or other third parties concerning Employee's performance or the reasons for Employee's separation shall be limited to the Public Statements in Exhibit A. Statements made in accordance with the Public Statements shall not constitute Disparagement under this Agreement. Under no circumstances shall any Party, including any Board member, state or imply that Employee's separation is due to any audit, performance issue, or other concern.

11. **Public Announcement of Employee's Separation**

The Parties agree that Employee shall announce her separation at the November 10, 2026 Board of Education meeting, pursuant to the agreed Public Statement. No Board member shall disclose information regarding Employee's separation, or the fact or existence of this Agreement or any of its contents to anyone outside of the Parties and their legal counsel prior to Employee's announcement on such date.

The Parties acknowledge that a breach of this Section 11 may result in damages that are difficult to ascertain or quantify. Accordingly, the Parties agree that Employee shall be entitled to an additional payment of $100,000.00 in liquidated damages for breach of this clause, which the Parties agree represents a reasonable estimate of the anticipated damages resulting from such breach and is not intended as a penalty. Liquidated

damages under this Agreement shall be payable to Employee no later than 30 days after a written demand by Employee.

12. **Audit**

Mauldin & Jenkins will conduct an audit related to sole source contracts, P-card use, and reimbursements. The Parties agree that this audit shall follow the usual course of business without any undue interference or influence, directly or indirectly, from the Parties. Neither Party will initiate any communications with the auditor. Should the auditor need information from the Parties, all communications (and responses) shall be in writing and made through each Party's legal counsel. If either Party attempts to make or initiate direct contact with the auditor or to communicate with the auditor in any form other than in writing, the auditor shall immediately notify CSD's legal counsel (who will also notify Employee's legal counsel) and not respond until further direction is provided by the incoming Superintendent or their designee.

This Agreement shall be null and void if the audit determines that Employee committed a knowing, intentional, and willful violation of Board policy or state/federal law. Should the audit find that Employee engaged in a knowing, intentional and willful violation of Board policy or state/federal law, Employee shall have a full and fair opportunity to provide facts and evidence to refute such a finding. Should the finding be upheld, this Agreement shall be null and void, and Employee will be terminated for cause as set forth in the Employment Contract under Section 6.1(d).

13. 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 9 of the Employment Contract.

14. 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.

15. 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.

16. Full and Knowing Waiver

By signing the Agreement, Employee certifies that:

a. She 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. She has had the opportunity to consult with an attorney before signing the Agreement; and

c. She was allowed a reasonable amount of time to consider and accept the terms of the Agreement;

d. She was advised of and waived her right under the Older Worker's Benefits Protection Act to have at least 21 days to consider this Agreement before signing it; and

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

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

Lorraine Irier

LORRAINE IRIER, MEMBER
BOARD OF EDUCATION OF THE
CITY OF DECATUR

Date: 11.10.2020

GYIMAH WHITAKER, Ed.D.
EMPLOYEE

Date: 11/10/26

CARMEN SULTON, CHAIR
BOARD OF EDUCATION OF THE
CITY OF DECATUR

Date: _____

HANS UTZ, VICE-CHAIR
BOARD OF EDUCATION OF THE
CITY OF DECATUR

Date: 11/10/26

JAMES HERNDON, MEMBER
BOARD OF EDUCATION OF THE
CITY OF DECATUR

Date: 11/10/2026

TRACEY ANDERSON, MEMBER
BOARD OF EDUCATION OF THE
CITY OF DECATUR

Date: 11/18/26