

RESIGNATION AGREEMENT AND RELEASE

This Resignation Agreement and Release (the "Agreement") is made and entered into by and between the **DeKalb County School District** (the "School District" or "District"), and **Dr. Devon Q. Horton** ("Resigning Party"). The District and the Resigning Party shall be collectively referred to hereafter as the "Parties."

WITNESSETH:

WHEREAS, the Resigning Party is currently the Superintendent of the District;

WHEREAS, due to recent events, the Parties each desire to end the current relationship between the District and the Resigning Party and to terminate the Resigning Party's Contract with the District as Superintendent;

WHEREAS, it is the desire of the Parties to avoid the time, expense, and acrimony associated with their dispute and any further or potential litigation regarding the Resigning Party's role as Superintendent of the District; and

WHEREAS, the Parties represent and warrant that each has the Authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

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1. Resignation – The Resigning Party will resign his position as Superintendent of the District and terminate his Contract with the District, effective November 15, 2025, and will receive his salary and health benefits under the Contract through that date. He will also be entitled to payment of any accrued vacation days, but no other days or benefits. The District waives the provision that requires the Resigning Party to pay the District \$15,000 for resignation without prior notice. The Resigning Party also agrees to never reapply for employment with the District or attempt to do any business with the District, directly or indirectly, through any other party.

2. The Resigning Party's Duties and Communications – The Resigning Party recognizes that the District has retained an Acting Superintendent and that **the Resigning Party has been relieved of his responsibilities effective October 9, 2025**, and will have no role, responsibility or ability to communicate with anyone in the District from October 15, 2025 forward about School District related matters, except at the request of the District's Acting Superintendent under the guidance and direction of the District's Outside Legal Counsel and agrees to cooperate with the District's requests for communications, if any, through November 15, 2025.

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3. Comprehensive Release of Claims. The terms of this Agreement represent the total Agreement between the Parties. As a material inducement to the School District to enter this Agreement, and as consideration, the Resigning Party hereby releases, acquits, and forever discharges the DeKalb County Board of Education, its current, past, and future individual members, agents, employees, attorneys, and representatives thereof, the School District, the School District's current, past, and future officers, agents, employees, attorneys, representatives, and all other persons acting by, through, or under or in concern with any of them (hereinafter "Released Parties") from any and all claims arising from or relating to his employment with the District, from the beginning of the interview process through November 15, 2025.

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4. Non-Disparagement. The Resigning Party agrees and promises he will not discuss the parties' dispute or make any public comments about the District beyond stating that he has agreed to resign from the District effective November 15, 2025. Nor will he engage in any harassing or disparaging conduct directed at District or any of the Release Parties; provided, however, nothing in this provision prevents the Resigned Party from enforcing this Agreement.

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5. No Prior Assignment of Rights. The Parties warrant that they have not assigned, pledged, or otherwise transferred any part of any claim or cause of action that is the subject of this Agreement and/or released by this Agreement and that no other person or entity has any interest therein.

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6. No Admission of Liability. The terms of this Agreement shall not constitute, be interpreted, construed, or used as evidence of any admission of fact, law, responsibility, or liability on the part of any of the Released Parties other than responsibility under the terms of this contract.

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7. Acknowledgment of Terms. Each Party acknowledges that they have read this Agreement, understand the terms of this Agreement, have had an opportunity to consult with independent legal counsel in connection with this Agreement, and have signed this Agreement voluntarily.

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8. Authority to Enter into Agreement. The Parties warrant that they have full and complete authority to execute this Agreement and to bind them each individually and collectively to the Agreement.

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9. Not to be Construed as Drafted by One Party. The text of this Agreement is the product of negotiation among all the Parties and is not to be construed as having been prepared by one Party but shall be construed as if all Parties jointly prepared the Agreement, and any uncertainty or ambiguity shall not be interpreted against one Party.

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10. Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes any prior agreements concerning the same subject matter. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto.

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11. Modifications. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by both Parties.

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12. Severability of Terms. In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, except for the conditions and promises contained in Paragraphs 1 through 4, the remainder of this Agreement shall not be affected thereby, and the Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been inserted.

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13. Counterparts. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Copies or facsimiles of signatures are the equivalent of original signatures.

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14. Venue. The legal venue of the Agreement and any dispute arising therefrom shall lie in the appropriate court in DeKalb County, Georgia, or in the U.S. District Court, Northern District, Atlanta Division.

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15. Effective Date. This Agreement will become effective upon execution by all Parties and upon the date all Parties have signed this Agreement. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that Party's signature).

(Signature on Next Page)

DEKALB COUNTY SCHOOL DISTRICT

By: Deirdre P. Pierce
Deirdre P. Pierce, Board Chair

Date: 10.17.2025

RESIGNING PARTY

By: Devon Q. Horton
Dr. Devon Q. Horton

Date: 10.17.25