

**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 MARGARET JULIA KOBYLINSKI FEHRMAN, Ph.D. (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, 2022, and expiring on June 30, 2023 (the "Contract Period"), unless sooner terminated in accordance with the provisions of Section 5.

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 In addition to the duties specified above, Superintendent shall have charge of the administration of the School System under the direction of the Board and shall contribute that amount of her productive time, energies, abilities, and attention to the activities of the Board and the School System during the term of this Agreement as will be necessary and sufficient to fulfill properly her duties and responsibilities as superintendent.

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. Notwithstanding the 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.

2.15 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.

### **3.Compensation**

3.1 As compensation, the Board shall pay Superintendent an annual base salary of Two Hundred Thousand Dollars (\$200,000 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.

3.2 Upon completion of the full Contract Period as superintendent of the School System, Superintendent shall receive a retention payment of Twenty-Five Thousand Dollars (\$25,000 USD).

3.3 The Superintendent and the Board shall set performance objectives of the Superintendent as a part of the annual setting of objectives for the School System. After the first of July, but prior to the end of September, the Board and the Superintendent shall meet to establish short and long-term goals for the School System. The Superintendent shall be responsible for making the arrangements for such meetings.

### **4.Expenses and Benefits**

4.1 (a) The Board shall pay to Superintendent a monthly allowance of One Thousand Dollars (\$1,000 USD) per month to cover or offset routine and reasonable expenses arising out of Superintendent's performance of duties hereunder, including, but not limited to, professional and civic organization dues and 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.

4.2 Superintendent shall earn fifteen (15) days of personal leave at the beginning of the Contract Period, which Superintendent may use for any reason during the Contract Period. Superintendent shall record the personal 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 personal leave for any day that is not a working day for 225-Day administrative staff. At the termination or expiration of this Agreement, School System will pay Superintendent for any personal leave days that she has not used at the rate of \$888.89 per day. For avoidance of doubt, this payment for unused personal leave days cannot exceed \$13,333.35. 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.

4.3 Superintendent shall earn twelve (12) days of sick leave for the Contract Period, which she 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.

4.4 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.

4.5 Superintendent shall have access to family medical and hospital insurance, life 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 personal and sick leave shall be governed by Sections 4.2 and 4.3 of this Agreement.; and (ii) the Board will match dollar-for-dollar Superintendent's contributions to her 403(b) retirement account, up to a maximum of ten (10%) percent of Superintendent's base salary.

## **5.Termination and Suspension**

5.1 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.

(d) *The discharge of Superintendent by the Board for Cause.* "Cause," as used herein with reference to the discharge of Superintendent, shall mean such negligence or misconduct as shall constitute, as a matter of law, a breach of the covenants and obligations of Superintendent hereunder, including, but not limited to, the willful breach or neglect of her duties set forth by law or in this Agreement. In addition, 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 7 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 not yet paid for the Contract Period. For the avoidance of doubt, upon termination under this paragraph (e), the Board shall pay Superintendent for unused personal leave days under Section 4.2.

(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 personal leave days under Section 4.2.

5.2 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.

5.3 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.

5.4 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.

## **6. Annual Performance Evaluation**

6.1 Twice per school year, once at mid-school year and once at the end of the school year, the Board shall evaluate Superintendent's performance pursuant to the requirements of O.C.G.A. § 20-2-210. All such performance evaluation records shall be part of Superintendent's personnel evaluation file and shall be confidential in accordance with state law. In performing the evaluations, the Board shall adhere to all statutes, rules and regulations relating to such evaluations.

6.2 The Superintendent's evaluations, annual salary and reemployment will be based on the performance of the Superintendent, the achievement of the goals of the School System and other criteria the Superintendent and the Board may establish.

## **7. Warranties and Representations of Superintendent**

7.1 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.

### **8. Professional Liability**

8.1 (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 8.1 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.

(d) This Section 8 shall survive the termination of this Contract.

### **9. Modifications**

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

### **10. General Provisions**

10.1 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.

10.2 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.

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

10.4 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: \_\_\_\_\_  
Jana Johnson-Davis  
Board Chair

by: \_\_\_\_\_  
Margaret Fehrman, Ph.D  
Superintendent

By: \_\_\_\_\_  
James Herndon  
Vice Chair

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Tasha White  
Member

By: \_\_\_\_\_  
Hans Utz  
Member

By: \_\_\_\_\_  
Carmen Sulton  
Member

DATE: \_\_\_\_\_