

SEPARATION AGREEMENT AND RELEASE

This Agreement is entered into by and between VERLETTA WHITE (“Employee”), and the BALTIMORE COUNTY BOARD OF EDUCATION as of June 18, 2019.

RECITALS

WHEREAS, by contract, the Employee has the right to remain with BCPS as its Chief Academic Officer for the foreseeable future, and

WHEREAS, the Board and Employee believe that the Employee’s presence as the Chief Academic Officer following the appointment of a new superintendent would cause confusion to members of the administration, and

WHEREAS, the Board believes that the Employee’s years of service to the students of Baltimore County are valued and valuable and that access to her expertise is helpful to the future success of the school system,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Employee will immediately properly execute and submit a voluntary resignation form with an effective date of June 30, 2020;
2. The Employee agrees that she will not be returned to her previous position of Chief Academic Officer (CAO), or a similar position, for the 2019-2020 school year, as provided in the Employment Contract between the parties dated July 10, 2018, but will continue to work for the Baltimore County Public Schools in the capacity of a consultant to the Superintendent for the 2019-2020 school year, and will receive the annual salary (\$232,709), annual stipends (auto - \$8,772.00 and Cell phone/data - \$2,028.00), and benefits, that she would have earned as the CAO, and shall be paid at regular intervals established for other administrators.
3. The Employee will provide consultative services on matters related to the recruitment and retention of teachers, specifically in high needs areas, such as special education, math, science, and ESOL, and will deliver reports to the Superintendent on a quarterly basis, outlining findings and recommendations. The Superintendent will supervise the work of the Employee and the Superintendent and Employee will work together to outline the scope of work to be accomplished by the Employee.

4. *Destination 2030.* The members of the Board agree to return to the Employee any and all copies of her personal intellectual property, entitled *Destination 2030*. The members of the Board further agree that they will not in any way appropriate, distribute, disseminate or duplicate said intellectual property and that all copies provided to the Board will be returned to the Employee within ten (10) business days of the full execution of this agreement.
5. *Neutral Reference and Rehire.* Employee shall be eligible for rehire with BCPS. The Board agrees that persons who request information on Employee's employment will be given dates of employment, salary, and a statement concerning her performance and skills that has been agreed upon by the Parties. Neither Party shall disparage or defame the other in any forum or to any other person or entity.
6. *Vacation.* Employee will receive a vacation payout as of June 30, 2020, for any and all accrued vacation time remaining at that time, pursuant to the Master Agreement Between the Board and the Council of Administrative and Supervisory Employees (CASE).
7. *Health Benefits.* Employee's regular health benefits will continue until June 30, 2020.
8. *Retirement Benefits.* Employee shall continue to be a member of the State Teachers' Retirement or Pension system until the date of her resignation and regular deductions from her earnings shall continue until June 30, 2020.
9. *Release by Employee.* For and in consideration of mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee does hereby release, remise, and acquit and forever discharge, and by these present does for her agents, attorneys, heirs, executors, administrators, personal representatives and/or assigns, release, remise, acquit and forever discharge the Board of Education including but not limited the Board's officers and members (hereinafter collectively the "RELEASED PARTIES"), of and from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, damages, judgments, claims, fees, expenses and demands whatsoever, suspected and/or unsuspected, known and/or unknown, accrued and/or hereafter maturing, which Employee ever had, now has or which Employee, her agents, attorneys, heirs, executors, administrators, personal representatives and/or assigns shall or may have, upon or by reason of any matter, cause, action, cause of action or omission whatsoever, arising out of, or in any way

associated with or related to: (1) the RELEASED PARTIES herein named; (2) the claims and all allegations and claims raised therein; and (3) any other matter(s) (whether or not related to any or all of the aforesaid matters), which could have been raised in the aforesaid employment relationship or any claims related to that relationship. It is understood and agreed that in executing this Release, the Employee acknowledges and assumes all risk that her alleged damages may be greater or become more extensive than is now known, anticipated or expected, and that this Release is intended to apply to all claims or demands for compensatory, consequential, punitive, treble and/or exemplary damages, costs and fees, arising out of or in any way associated with or related to any and all known or unknown injuries, and/or damages resulting or allegedly resulting from the matters set forth above, including but not limited to claims for emotional trauma, attorneys' fees, loss of income, loss of earnings, and/or any other loss or loss of opportunity. The Employee hereby represents and warrants that no person or entity other than herself has or owns or can assert any claim arising out of or based on the matters alleged in any claim or legal action; and Employee represents, warrants, and agrees that neither the Employee, nor anyone else, has or will assert against anyone any further claims arising out of or based on any of the matters upon which the Employee has based her claims in any claim or legal action. The Parties acknowledge and recognize that the payments, amounts of payments, or agreements made pursuant to this Agreement by the Board are not an admission of any wrongdoing or any violation of any law or regulation to which the Board and any officials, employees, agents, representatives, successors, assigns and attorneys of the Board, may be subject.

10. *No Prevailing Party.* Employee expressly agrees that for attorneys' fees and costs purposes, she is not considered to be the "prevailing" or "successful" party within the meaning of any statute, rule, or other law, including 42 U.S.C. § 1988 and Title 20 of the State Government Article of the *Annotated Code of Maryland*.
11. *Release of Specific Claims.* Employee's release set forth in ¶9, includes release of any right, expectation or cause of action Employee had, has or may in the future have, as the result of her relationship with the Board, prior to the effective date of this Agreement, under statute, including, by way of example and without limitation any claim, cause of action or proceeding under:
 - (i) The Fair Labor Standards Act;
 - (ii) Title VII of the Civil Rights Act;
 - (iii) The Rehabilitation Act of 1973;
 - (iv) The Americans with Disabilities Act;
 - (v) The Family and Medical Leave Act;

- (vi) The provisions of the False Claims Act, 31 U.S.C. § 3730, including but not limited to any right to personal gain with respect to any claim asserted under its qui tam provisions;
 - (vii) The Employee Retirement Income Security Act;
 - (viii) The Age Discrimination in Employment Act;
 - (ix) Title 20 of the State Government Article of the Maryland Code;
 - (x) The Labor and Employment Article of the Maryland Annotated Code, including without limitation the Maryland Wage and Hour Law and the Maryland Wage Payment and Collection Act; or
 - (xi) Any other federal, state or local law or regulation regarding wages, benefits or employment practices.
 - (xii) Any claims arising out of or related to any express or implied employment contract or understanding or any covenant of good faith and fair dealing; and any claims arising out of or related to any business relationship between the Board, BCPS, or any officials, employees, agents, representatives, successors, assigns and attorneys of the Board.
 - (xiii) Any other claim, cause of action or proceeding of which Employee knew or should have discovered.
12. *Confidentiality.* Both Parties agree that the terms, amount, and fact of this Agreement or the negotiations leading up to it shall be kept strictly confidential, to the extent allowed by law.
13. *Advice of Counsel.* It is further understood and agreed that the Employee has had the opportunity to have been represented in the signing of this Separation Agreement and Release by independent legal counsel selected of her own free will, and that this Separation Agreement and Release contains the entire agreement of the parties hereto and that the terms of this agreement are intended to be contractual and not merely a recital.
14. *Full Agreement.* It is further understood and agreed that this Separation Agreement and Release is intended to be an integration of all prior and contemporaneous promises and agreements, conditions and undertakings between the parties hereto, and supersedes any prior discussions, agreements or understandings, and there are no promises, representations or agreements between the parties other than as set forth herein.
15. It is further understood and agreed that this Separation Agreement and Release shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties.

16. It is further understood and agreed that should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. It is further understood and agreed that the parties have carefully read the foregoing Separation Agreement and Release, and that they have had ample time and opportunity to discuss the terms and contents of this Agreement with their attorneys and that they know and understand the contents of this Agreement and sign this Agreement as their own free and voluntary act.
18. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands on the date indicated above.

Brenda Stuffer
Witness

Verletta White
Verletta White
Employee
6/24/19
Date

BOARD OF EDUCATION OF BALTIMORE COUNTY

[Signature]
Witness

Kathleen S. Causey
Kathleen Causey
Board Chair
6/18/19
Date