

## AMENDMENT TO EMPLOYMENT CONTRACT

This Amendment to Employment Contract (“Amendment”) amends the Employment Contract executed by the Board of Education of Prince George’s County (hereinafter referred to as Board) and Kevin M. Maxwell, Ph.D. (hereinafter referred to as Chief Executive Officer or CEO) effective July 12, 2018.

1. The Board and the CEO mutually agree that the CEO will end his tenure as CEO for the Prince George’s County School System effective September 17, 2018. (the “Resignation Date”). From July 13, 2018 through September 17, 2018, the CEO shall be on paid leave status. From September 18, 2018 through September 30, 2018, the CEO shall be on unpaid leave status. The CEO shall retain his health benefits under Section 4.3 of the Employment Contract through October 1, 2018. Thereafter, the CEO shall be eligible to participate in the retirees’ health insurance program, in the same manner as other executive staff employees, without any requirement of length of employment with the School System, as long as allowable by law. The CEO’s retirement date shall be October 1, 2018.

2. The parties have agreed to the terms regarding payment of compensation and benefits for the remaining three years owed to the CEO under the Employment Contract. Accordingly, the CEO shall receive the annual salary as set forth under Section 3, of the Employment Contract through September 17, 2018, as if still employed through that date.

3. The payments under 2 above will be made in the ordinary course in accordance with the Board’s normal payroll practices.

4. On July 20, 2018, the CEO shall be paid post compensation of \$300,200; leave payout and termination of \$19,750; health benefits of \$11,850; and deferred compensation of \$63,200. On July 1, 2019, the CEO or his successors or assigns shall be paid post compensation

of \$300,200; leave payout and termination of \$19,750; and health benefits of \$11,850; and in lieu of deferred compensation \$63,200.

5. Any remaining sick leave upon the CEO's retirement may be used as creditable service with the Maryland State Retirement and Pension System, as permitted by law.

6. Except for the payments expressly stated in this Amendment, the CEO shall receive no further compensation, health benefits, leave or reimbursements provided in the Employment Contract. The retaining of state retirement benefits under Section 3.5 and the 457 and 403(b) Plans under 3.6 will be governed in accordance with applicable state and federal laws and shall not be impacted by the termination of the Employment Contract.

7. During the period between the execution of this Amendment and the Resignation Date, the CEO shall not undertake travel at the Board's expense or represent the Board at meetings, conferences, conventions, or seminars.

8. On or before the Resignation Date, the CEO shall return all documents and material (in whatever form or storage format including but not limited to electronic formats) to the Board, including but not limited to communications (including electronic mail), reports, data, etc., and shall not retain copies in any form. This requirement shall not apply to documents which have been publicly released by the Board or documents which constitute public documents under the law.

9. The CEO agrees at the request of the Interim CEO to provide any assistance as necessary.

10. Board members and the CEO shall refrain from making disparaging remarks regarding the other. This provision shall not be construed to prohibit the Board or the CEO from discussing the school systems objectives, policies, practices, programs, and operations.

11. Except for the obligations of the Board set forth in this Amendment, the CEO agrees that, in consideration of the promises set forth in this Amendment, he will, and hereby does, forever and irrevocably release and discharge the Board, its officers, employees, agents, and representatives ("Releasees"), of any and all grievances, claims, demands, debts, defenses, actions or causes of action, obligations, damages, and liabilities whatsoever which he now has, has had, or may have, whether the same be at law, in equity, or mixed, in contract or in tort, in any way arising from or relating to any act, occurrence, or transaction before the date of this Agreement. THIS IS A GENERAL RELEASE. The CEO expressly acknowledges that this General Release includes, but is not limited to, the CEO's intent to release the Board from any claim of age, race, color, sex, religion, national origin or any other claim of employment discrimination under the Age Discrimination in Employment Act (29 U.S.C. §621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Employee Retirement Income Security Act (29 U.S.C. §1001 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101, et seq.); the Family and Medical Leave Act (29 U.S.C. §2601 et seq.); Title 20 of the State Government Article of the Maryland Annotated Code, and any other law prohibiting employment discrimination.

12. Except for the obligations of the CEO set forth in this Agreement, the Board hereby does forever and irrevocably release and discharge the CEO from any and all claims, demands, debts, defenses, actions, causes of action, disputes, obligations, damages and liabilities whatsoever which the Board now has, had or may have, whether known or unknown, whether accrued or unaccrued, whether at law, in equity, or mixed, and whether

in contract, tort or otherwise, which in any way concern, arise from or relate to the CEO's employment with or at the Board, or any act, occurrence, or transaction that precedes the date of this Agreement. THIS IS A GENERAL RELEASE.

13. The CEO and the Board agree that Section 8 of the Employment Agreement shall survive termination of the Employment Agreement.

14. This Amendment is made pursuant to, and shall be governed, construed and enforced in all respects in accordance with the laws of the State of Maryland. The Board and the CEO agree to venue and jurisdiction of the Courts of Prince George's County, Maryland or the federal courts in Maryland for any disputes regarding this Amendment, the Employment Contract and/or the CEO's employment with the Board.

IN WITNESS WHEREOF, we have executed this Amendment on the Dates indicated.

BOARD OF EDUCATION OF PRINCE  
GEORGE'S COUNTY, MARYLAND

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Witness

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Segun C. Eubanks, Ed.D., Chair  
Board of Education of Prince George's County

\_\_\_\_\_  
Date

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Witness

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Kevin M. Maxwell, Ph.D.  
Chief Executive Officer  
Prince George's County Public Schools

\_\_\_\_\_  
Date