

## SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between Montgomery County Board of Education ("Employer" or "Board") and Dr. Monifa McKnight ("Executive"), who are collectively referred to herein as the "Parties" and each as a "Party."

WHEREAS, Employer and Executive previously entered into an Employment Contract, dated April 11, 2022 ("Employment Contract") (attached hereto as Exhibit A); and

WHEREAS, Executive and Employer have mutually agreed to terminate the Employment Contract pursuant to Section 10(B)(2) of the Employment Contract;

NOW, THEREFORE, the Parties now desire and agree to forever sever their employment relationship and to fully and finally resolve any and all existing or potential issues, claims, causes of action, grievances and disputes without any admission of liability or finding or admission that any of Executive's rights, under any statute, claim or otherwise, were in any way violated or that Executive committed any misconduct or failed to meet the Board's expectations in any way. In consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.
2. Separation Date. Executive's employment with Employer ended effective February 2, 2024 ("Separation Date"). Executive is not authorized to represent Employer after the Separation Date. Executive's departure has been announced and will continue to be treated as a mutually agreed separation. For human resources purposes, this mutually agreed separation will be treated as a resignation.
3. Unconditional Payments. Without regard to her acceptance of this Agreement, Executive will be paid through the Separation Date, at Executive's regular wage, less applicable deductions and withholdings. Executive acknowledges and declares that, provided that Employer delivers to her the payments described in this Section 3, she will have been fully compensated for all work performed on Employer's behalf through the Separation Date, and that she is not owed any compensation, wages, salary, payments, bonus, retention bonus, remuneration or income from Employer or any Releasee (as defined herein) of any kind, except as provided in this Agreement.
4. Consideration for Agreement. If Executive has neither revoked this Agreement pursuant to Section 13 nor breached any of its provisions, Employer shall:
  - a) Pay to Executive a total sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) ("Separation Payment"), less lawful deductions and withholdings. This Separation Payment shall be delivered in the manner outlined below after all of the following conditions have been satisfied: (1) all Parties have executed this Agreement; (2) Employer has received IRS Forms W-4 and W-9 from Employee and IRS Form W-9 from Brownstein Hyatt Farber Schreck, LLP; and (3) the seven (7) day period referenced in Section 14 herein has expired, and Employee has not exercised revocation. The Separation Payment will be allocated and paid as follows:
    - Agreed upon Wages: \$1,183,250.00. This payment will be made in two equal lump sum payments payable to Employee, less applicable deductions and withholdings, and will generate a Form W-2. The first payment will be made upon the expiration of the seven (7) day period referenced in Section 14. The second payment will be made on or before January 31, 2025.
    - Attorney's Fees: \$30,000.00. This payment will be made in a single lump sum payable to Brownstein Hyatt Farber Schreck, LLP and will generate a Form 1099.

- Deferred Compensation: \$20,225.00 to be payable to Employee's 457(b) account number [REDACTED] less applicable deductions and withholdings.
- Tax Sheltered Annual Annuity Plan: \$18,525.00 payable to Employee's 403(b) account number [REDACTED] less applicable deductions and withholdings.
- \$48,000 payable to Employee's annual annuity via Employee's 403(b) account number [REDACTED]

b) Permit Executive's child to attend school in Montgomery County Public Schools ("MCPS"), even if Executive moves outside the district boundaries ("School Benefit"). Provided the family continues to live within the county, the child will attend his local school of assignment. If the family moves outside the county, the child will attend the school in which they were last enrolled prior to the move, and any schools within that feeder pattern. MCPS will waive tuition if applicable. Executive remains responsible for non-tuition-related fees and costs, such as extracurricular charges, summer school, meals, and supplies.

The adequacy of the Separation Payment and School Benefit are hereby acknowledged. Executive agrees that she is not entitled to the Separation Payment or School Benefit absent her execution and non-revocation of this Agreement.

5. Mutual General Release.

a. Executive agrees that, to the maximum extent permitted by law, in consideration of the consideration described herein, above, she will, and hereby does, forever and irrevocably release and discharge Employer, its officers, directors, members of the Board of Education, employees, independent contractors, agents, affiliates, divisions, employee benefit plans, assigns, representatives, predecessors, successors and successors in interest, (each a "Releasee" and collectively referred to as "Releasees") from any and all claims, actions, causes of action, damages of any kind, demands, debts, defenses, grievances, obligations, contracts, promises, judgments, expenses, costs, attorneys' fees, compensation, and liabilities, known or unknown, whatsoever which she now has, has had, or may have, whether the same be at law, in equity, or mixed, in any way arising from or relating to any act, occurrence, or transaction on or before the date Executive signs this Agreement, including without limitation her employment and separation of employment from Employer. This waiver and release does not apply to any claim that may arise after the date that Executive signs this Agreement. **This is a General Release.** Executive expressly acknowledges that this General Release includes, but is not limited to, Executive's intent to release Employer from any claim relating to her employment at Employer, including, but not limited to, tort and contract claims, claims for contribution or indemnity, wrongful discharge claims, pension claims, workers compensation claims, employee benefit claims, severance benefits, arbitration claims, statutory claims, injunction claims, claims for damages, claims under any state, local or federal wage and hour law or wage payment or collection law, and claims of discrimination, retaliation or harassment based on age, race, color, sex, religion, handicap, disability, national origin, ancestry, citizenship, marital status, sexual orientation, genetic information or any other protected basis, or any other claim of employment discrimination, retaliation or harassment under the Age Discrimination in Employment Act (29 U.S.C. §§ 626 et seq., "ADEA"), Title VII of the Civil Rights Acts of 1964 and 1991 as amended (42 U.S.C. §§ 2000e et seq.), the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Employee Retirement Income Security Act (29 U.S.C. §§ 1001 et seq.), the Consolidated Omnibus Budget Reconciliation Act of 1985 (29 U.S.C. §§ 1161 et seq.), the Americans With Disabilities Act (42 U.S.C. §§ 12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 et seq.), the Family and Medical Leave Act ("FMLA") (29 U.S.C. §§ 2601 et seq.), the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.), the Annotated Code of Maryland, or any other law, statute, regulation or ordinance prohibiting employment discrimination or governing employment. The Parties agree that this General Release provision, and the covenant not to sue provision below, survives and remains in full force and effect in the event Employer or any Releasee institutes an action or proceeding against Executive for breach of any provision of this Agreement. The Parties further agree that Employer and/or Executive are not covered by

any federal, state or local statute, regulation or law merely because any such statute, regulation or law is referenced or discussed herein.

b. Employer agrees that, in consideration of the consideration described above, it will, and hereby does, forever and irrevocably release and discharge Executive from any and all claims, actions, causes of action, damages of any kind, demands, debts, defenses, grievances, obligations, contracts, promises, judgments, expenses, costs, attorneys' fees, compensation, and liabilities, known or unknown, whatsoever which it now has, has had, or may have, whether the same be at law, in equity, or mixed, in any way arising from or relating to any act, occurrence, or transaction before the date of this Agreement, including without limitation Executive's employment or separation of employment. **This is a General Release.** The Parties agree that this General Release provision, and the covenant not to sue provision below, survives and remains in full force and effect in the event Executive institutes an action or proceeding against Employer or any Releasee for breach of any provision of this Agreement.

6. Agreement not to Sue. Executive represents and agrees that she has not, by herself or by another on her behalf, instituted, prosecuted, filed, or processed any litigation, claims or proceedings against Employer or any Releasees. Executive agrees, to the maximum extent permitted by law, not to make or file any lawsuits, complaints, or other proceedings against Employer or any Releasee or to join in any such lawsuits, complaints, or other proceedings against Employer or Releasees concerning any matter that arose on or prior to the date Executive signs this Agreement, including those relating to her employment with or provision of services to Employer. Executive further agrees and covenants that, to the maximum extent permitted by law, she will not, and has not, solicited, requested, or initiated contact in any way (including via telephone, email, or in-person discussions) asking others to make or file any lawsuits, complaints, or other proceedings against Employer, or any other Releasee. Notwithstanding the foregoing, the Parties agree that nothing in this Agreement (including the foregoing release, this covenant not to sue and the confidentiality and non-disparagement provisions set forth below) is intended to limit in any way Executive's right to file a charge or claim of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other local, state, or federal regulatory or law enforcement agency or to participate in any investigation or proceeding conducted by such agency provided that Executive shall not obtain, and hereby waives any right or entitlement to obtain, any relief or damages (whether legal, monetary, equitable, or other) from such charge or claim covered by the release in Section 5, whether the same is filed by Executive or on her behalf or by another. For example, this Agreement does not restrict Executive's right to initiate an action against Employer or Releasees under the Older Workers Benefit Protection Act ("OWBPA") regarding any claim arising *after* the date Executive signs this Agreement, or challenging the validity of the release of her claims or her covenant not to file a claim or lawsuit under the ADEA. Moreover, the Parties agree that nothing in this Agreement prevents Executive from testifying honestly if she is compelled via subpoena to testify in any action or proceeding adverse to the interests of Employer.

7. Confidentiality.

a) The Parties agree that, to the maximum extent permitted by law, the terms of this Agreement (including the value of the Separation Payment) and the negotiations in pursuance thereof are strictly confidential and shall not be disclosed, and have not been disclosed, to any person or entity. Executive may disclose the terms of this Agreement, including without limitation the Separation Payment, only to her spouse or domestic partner, attorneys, accountants and tax advisors who, as agents and representatives of Executive, also must keep the terms of this Agreement strictly confidential. Employer may disclose the terms of this Agreement as necessary to administer the Agreement or as otherwise required by law.

b) Executive acknowledges and agrees that, during the course of her employment with Employer, she came into contact with, and had access to, Employer's Confidential Information. Executive agrees that she has not and shall not, to the maximum extent permitted by law, use or disclose any of Employer's Confidential Information to any person(s) or entities for any reason or purpose whatsoever.

The Parties agree that this provision does not restrict the use or disclosure of Confidential Information that later becomes publicly available by means other than Executive's initial disclosure of the same or that is required by law. "Confidential Information" means all Employer's information and materials that: (i) became known to Executive as a consequence of her employment with Employer; (ii) are not generally known to the public or released pursuant to an MPIA request; and (iii) have or could have commercial value or utility to others in the business in which Employer is engaged. Notwithstanding the foregoing confidentiality obligations, Executive, acknowledges and understands that, pursuant to 18 U.S.C. § 1833(b), she has been and is hereby advised that she shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (1) is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Return of Employer Property. Executive hereby affirms that she has or will immediately return all property, documents, records, and equipment of Employer with the exception of documents relating to compensation or benefits to which Executive is entitled following the Separation Date. This property includes but is not limited to cell phone, laptop, credit cards, keys, work product, confidential documents, and her MCPS-provided automobile. Executive hereby affirms that she has submitted all requests for reimbursement of expenses, and that she has not incurred any outstanding expenses that she has not submitted to Employer.

9. Employer's Electronic Equipment. Executive acknowledges and stipulates that all of Employer's electronic and telephonic communication systems, computers and other business equipment including, but not limited to, computer systems, data bases, phone mail, modems, e-mail, Internet access, Web sites, fax machines, techniques, processes, formulas, mask works, source codes, programs, semiconductor chips, processors, memories, disc drives, tape heads, computer terminals, keyboards, storage devices, printers and optical character recognition devices, and any and all components, devices, techniques or circuitry incorporated in any of the above and similar business devices (herein collectively referred to as "Electronic Equipment"), are the sole property of Employer, and that any information transmitted by, received from, or stored in such Electronic Equipment is also Employer's property. Executive agrees that, after the Separation Date, she shall not, directly or indirectly, for herself or for any other person or entity, use, access, copy, or retrieve, or attempt to use, access, copy, or retrieve, any of Employer's Electronic Equipment or any information on Employer's Equipment.

10. COBRA Technical Assistance. MCPS will provide Executive with technical assistance to help her transition her and her family to Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") coverage if she so chooses.

11. Mutual Non-Disparagement. Executive agrees that, to the maximum extent permitted by law, she will not make negative or disparaging statements concerning, or take any action that derogates, Employer or the other Releasees identified in Section 5(a), their services, reputation, officers, staff, financial status or operations or that damages Employer's or other Releasees' professional or community relationships. The Employer and the Board members agree that they shall not make, or authorize or encourage any officer, director, or Board member to make, any statement or remark that disparages Executive's reputation or that otherwise derogates her personal or professional character. For the avoidance of doubt, nothing herein prevents the Employer from engaging in discussions or other communications with respect to any changes, modifications, improvements, or enhancements to any operational function, role, or description within MCPS. Further, nothing herein will require the Employer to redact, modify, or change any document created in response to an investigation launched by any law enforcement agency, any judicial proceeding, any audit, or any internal investigation related thereto which references Executive or her employment with Employer. Provided, however, that the foregoing is neither intended to, nor shall, limit the Employer's or Executive's ability to testify truthfully or produce

documents in response to a valid subpoena or to engage in any other activity compelled or protected by law.

12. Tax Liability. Employer makes no representations as to the tax consequences of the Separation Payment, and Executive is solely responsible for any and all income, excise, or other taxes or penalties imposed upon her with respect to the Separation Payment. Should any taxing authority assess any taxes, penalties or interest against Employee, Employer, or any Releasee as a result of the Separation Payment, Employee shall be solely responsible for any taxes, penalties or interest assessed against either or both of them, and Employee hereby agrees to hold Employer and/or any Releasee harmless for any such taxes, penalties or interest assessed against Employer and/or the Releasee.

13. Time to Consider Agreement. Executive understands that she has twenty-one (21) days from the date of her receipt of this Agreement, which was February 7, 2024, to consider her decision to sign it, and that she may unilaterally waive this period at her election. Executive's signature on this Agreement constitutes an express waiver of the twenty-one (21) day period if affixed prior to the expiration of that period. The Parties agree that any revisions or modifications to this Agreement, whether material or immaterial, will not and did not restart this time period.

14. Revocation Period. Executive acknowledges that she may revoke this Agreement only as it pertains to claims under the ADEA for up to and including seven (7) days after her execution of this Agreement, and that the aspects of this Agreement regarding her release of claims under the ADEA shall not become effective until the expiration of seven (7) days from the date of her execution of this Agreement. This provision regarding revocation shall have no effect on the validity and enforceability of any other term, condition or provision of this Agreement, which becomes effective when signed. In the event that Executive revokes this Agreement as it pertains to claims under the ADEA before Employer makes the monetary payments in Section 4, the Parties agree that, in lieu of the payment amounts set forth in Section 4, Employer will pay to Executive a lump sum of Twenty-Five Thousand Dollars (\$25,000.00), less all lawful deductions, the adequacy of which is hereby acknowledged. Executive accordingly agrees that, in the event she revokes this Agreement as it pertains to claims under the ADEA, all other provisions of this Agreement (including without limitation the release provisions in Section 5) are independently supported by adequate consideration and are fully enforceable. Executive expressly agrees that, in order to be effective, her revocation pursuant to this Section 14 must be in writing and must actually be received by Karla Silvestre, Board President, [Karla\\_Silvestre@mcpsmd.org](mailto:Karla_Silvestre@mcpsmd.org), by 5:00 p.m. on or before the seventh day following Executive's execution of this Agreement.

15. Binding Upon Successors. The Parties further agree that this Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs, executors, and administrators of Executive and the heirs, executors, administrators, successors, predecessors, divisions, officers, agents, assigns, representatives, and directors of Employer.

16. Governing Law. The Parties agree that this Agreement and the rights and obligations hereunder shall be governed by, and construed in accordance with, the laws of the state of Maryland regardless of any principles of conflicts of laws or choice of laws of any jurisdiction. The Parties agree that the federal and local courts within the state of Maryland shall have sole and exclusive jurisdiction and venue to hear and determine any dispute or controversy arising under or concerning this Agreement, and the Parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue. **The Parties hereby waive trial by jury as to any and all litigation arising out of and/or relating to this Agreement.**

17. Severability; Interpretation of Agreement. If any terms of the above provisions of this Agreement are found null, void or inoperative, for any reason, the remaining provisions will remain in full force and effect. The Parties agree that, to the extent that any provision of this Agreement is determined to be in violation of the OWBPA, it should be severed from the Agreement or modified to comply with the

OWBPA, without affecting the validity or enforceability of any of the other terms or provisions of the Agreement. Section headings contained in this document are for convenience of reference only and shall not be considered in any interpretation of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

18. Full and Complete Agreement.

a) Except as set forth in Section 18(b), the Parties agree and understand that no promises, covenants, representations, understandings or warranties have been made other than those expressly contained herein, that this Agreement constitutes the entire agreement between the Parties, that there are no additional promises, contracts, terms or conditions between the Parties other than those contained herein, and that this Agreement shall not be modified except in writing signed by each of the Parties hereto.

b) The parties remain bound by the post-employment provisions of Executive's Employment Contract with MCPS, to the extent that such post-employment provisions do not conflict with terms explicitly set forth in this Agreement. Executive agrees that the Separation Payment outlined in Section 4 provides for full and complete fulfillment of any monetary requirements of the Employment Contract, and Executive acknowledges that she is not entitled to any additional compensation under the Employment Contract other than as provided for in this Agreement.

19. No Admission of Liability or Payment of Costs and Fees. Executive agrees that the above-mentioned consideration is not to be construed as an admission of any wrongdoing or liability on the part of Employer under any statute or otherwise, and that any such wrongdoing or liability is expressly denied by the Parties. Executive further agrees that she is not a prevailing party and that she is not entitled to any costs, expenses, or attorney's fees from Employer to the extent that such costs, expenses, or attorney's fees would be available to a prevailing party.

20. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. An originally executed version of this Agreement that is scanned as an image file (e.g., Adobe PDF, TIF, etc.) and then delivered by one party to the other party via electronic mail as evidence of signature, shall, for all purposes hereof, be deemed an original signature. In addition, an originally executed version of this Agreement that is delivered via facsimile by one party to the other party as evidence of signature shall, for all purposes hereof, be deemed an original.

21. Agreement Freely Entered; Representations. Executive acknowledges, certifies and agrees: (a) that she has carefully read this Agreement and understands all of its terms; (b) that she had a reasonable amount of time to consider her decision to sign it; (c) that she has been and hereby is advised to consult with legal counsel of her choice prior to execution and delivery of this Agreement, and that she has done so or voluntarily elected not to do so; (d) that in executing this Agreement she does not rely and has not relied upon any representation or statement made by any of Employer's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of the Agreement; (e) that she is not owed any wages by Employer for work performed, other than those referenced in paragraph 3 above, whether as wages or salary, overtime, bonuses or commissions, or for accrued but unused paid time off, and that she has been fully compensated for all hours worked; (f) that she is not aware of any factual basis for a claim that Employer has defrauded the government of the United States or of any State; (g) that she has incurred no work-related injuries; and (h) that she enters into this Agreement voluntarily, of her own free will, without any duress and with knowledge of its meaning and effect; (i) that she has received all family or medical leave to which she was entitled under the law; and (j) confirms and represents that she is not a Medicare beneficiary. Employer is expressly relying on the foregoing representations and admissions by Executive, and the Parties agree that such representations are admissible, if offered by Employer, as sworn statements of fact by Executive in any proceeding between the Parties.

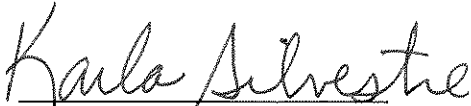
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.



Dr. Monifa McKnight  
Executive

02/28/2024

Date



Karla Silvestre  
President

2/29/24

Date

For: Montgomery County Board of Education

# **Exhibit A**



## **EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT (“Contract”) is entered into this 11th day of April, 2022, by and between the Board of Education of Montgomery County, Maryland (hereinafter “Board”), and Dr. Monifa McKnight (hereinafter “Superintendent”).

WHEREAS, The Board desires to employ the Superintendent to perform the job of Superintendent of Montgomery County Public Schools (MCPS), including the duties and responsibilities set forth in the *Education Article of the Annotated Code of Maryland* and applicable provisions of the Code of Maryland Regulations (COMAR), and

WHEREAS, The Board and the Superintendent agree that a written agreement is necessary to define and govern the relationship between them and that such employment shall be governed by this Contract to the fullest extent consistent with applicable law.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

**1. TERM.**

The Superintendent’s term shall begin July 1, 2022, and she shall serve as Superintendent of MCPS system until June 30, 2026. The parties agree to confer by December 1, 2025 regarding both parties’ intent with respect to reappointment of the Superintendent.

**2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES.**

**A. Certification.** The Superintendent affirms that she meets the qualifications of [Section 4-201\(c\)\(1\)](#) of the *Education Article of the Annotated Code of Maryland* and Section [13A.12.04.03](#) of COMAR to allow her to hold the position of Superintendent of Schools for Montgomery County, Maryland. The Superintendent further agrees that she will maintain any and all certifications, required under Maryland law necessary to hold the position of Superintendent and that she shall promptly notify the Board in the event she no longer meets

the qualifications specified by law or if she should receive notice that her qualifications will lapse.

**B. Duties.** The Superintendent shall have charge of the administration of the schools under the rules and regulations of the Board and in accordance with the *Education Article* and other applicable provisions of the *Annotated Code of Maryland*. She shall be the executive officer, secretary and treasurer of the Board and shall perform all duties incident to the office of the Superintendent of Schools, including, but not limited to, those as described and defined by [Sections 4-204](#) and [4-205](#) of the *Education Article of the Annotated Code of Maryland*. The Superintendent or her designee shall attend all meetings of the County Board, and its committees, participate in all Board deliberations and provide administrative recommendations as warranted. Notwithstanding the foregoing, the Superintendent shall not attend (1) certain closed sessions of the Board in accordance with applicable law and (2) executive sessions of the Board when the Board is considering the Superintendent's tenure, evaluation, salary, or the terms of the Superintendent's employment, provided that the Board may invite the Superintendent to participate in such executive sessions. Subject to the Board's oversight, the Superintendent shall be responsible for the following: (i) overall administration of the schools, the day-to-day management and oversight of the fiscal affairs of MCPS, including the management of activities; (ii) the hiring and establishing of the salaries, and the organization and reorganization of executive staff; (iii) oversight of the selection and assignment of teachers and other employees of the school system; and (iv) the organization and reorganization of administrative departments of MCPS consistent with serving the best interest of MCPS and in accordance with Maryland law.

**C. Outside Activities.** The Superintendent shall devote her total best efforts on a full-time basis to the affairs of the MCPS system. The Superintendent may engage in other

employment or professional activities for compensation during the term of this Contract, so long as said activities do not interfere with her official duties and only after prior written approval of the Board, with such approval not to be unreasonably withheld. The Superintendent may accept and/or earn honoraria or compensation for such outside activities. However, the Superintendent shall perform these activities on release time as permitted by the Board. Any income received by the Superintendent from her outside activities shall not have any effect on her compensation or benefits under this Contract.

Should the Superintendent author and/or publish for any compensation, profit or royalty, research or scholarly work using any data or referencing the activities of Montgomery County Public Schools during her tenure as Superintendent, the compensation received for said work becomes the sole property of the Board to disburse as appropriate.

**D. Standards of Conduct.** The Superintendent is expected to act professionally and consistent with the core values, tenets, mission and vision of MCPS. The Superintendent shall refrain from acts, conduct, or omissions within or without the scope of employment that brings discredit to MCPS, or may be damaging or injurious to the people or reputation of MCPS. The Superintendent is also expected to self-report criminal arrests, charges or convictions, as soon as practicable, to the Board when required to do so in compliance with Board Policy GCC-RA, *Staff Self-Reporting of Arrests, Criminal Charges and Convictions*.

**3. PROFESSIONAL GROWTH OF SUPERINTENDENT.**

The Board encourages the continuing professional growth of the Superintendent through her participation in programs conducted or sponsored by local, state and national school administrators and school board associations; seminars and courses offered by educational institutions; and other informational meetings with other persons whose particular skills or backgrounds would serve to improve the capabilities and capacity of the Superintendent to carry

out her professional responsibilities. Such participation may include attendance at and participation in the annual conferences of the American Association of School Administrators (AASA), Maryland Association of Boards of Education (MABE), and the National School Boards Association (NSBA). In connection with such activities, the Board shall permit a reasonable amount of time away from daily administrative responsibilities and shall reimburse the Superintendent for reasonable and actual costs of such participation, subject to the normal MCPS procedures for expense reimbursement and to the oversight of the Board. In addition, the Board shall pay the membership dues of the Superintendent for AASA, MABE, and NSBA. The Board shall also pay the membership dues of other professional and civic groups that the Superintendent feels it is appropriate to join in order to maintain and improve her professional skills, community relations, and obligations as approved in advance by the president of the Board.

**4. COMPENSATION.**

**A. Salary.** The Superintendent shall receive an annual salary of Three Hundred Twenty Thousand Dollars (\$320,000). The annual salary of the Superintendent shall be paid in accordance with the schedule of salary payments in effect for all other twelve (12) month administrative employees of MCPS. The annual salary shall be subject to required withholding for income taxes, Social Security contributions, and other required withholdings of contributions and taxes. Absent mutual consent of the parties, the Superintendent's salary shall not be decreased during the term of this Contract in accordance with *Education Article §4-202(b)*.

**B. Annual Salary and Total Compensation and Benefits Review.** The Superintendent's annual salary shall be increased by a percentage equal to any increase given to the members of the Montgomery County Association of Administrators and Principals at the same time of such increases; however, no such increase to the Superintendent's annual salary

shall go into effect during the 2022-2023 contract year. Additionally, the Superintendent's salary may be reviewed on an annual basis, at the time of the Superintendent's evaluation by the Board, to determine whether any additional increase is appropriate. When considering whether an additional increase is appropriate, the Board should take into consideration factors such as the Superintendent's performance evaluation, fiscal realities, and increases (or lack thereof) given to MCPS employees in general. Whether any such additional increase is awarded is in the Board's absolute and sole discretion.

**5. BENEFITS.**

The Superintendent shall be entitled to the following benefits:

**A. Annual Leave.**

i. Accrual of Annual Leave. The Superintendent shall be entitled to 30 days of annual leave each year.

ii. Scheduling of Annual Leave. The Superintendent is expected to schedule Annual Leave in consideration of the school calendar, the budget process, and other factors of importance to MCPS. The scheduling of the Superintendent's leave shall be approved by the Board President.

iii. Unused Annual Leave. The Superintendent shall be allowed to carry over unused annual leave from year to year. The Superintendent shall cash in one-half of her accrued but unused annual leave during each year. Upon the termination of the Superintendent's employment (whether during the term of this Contract or at its conclusion), the Superintendent or, in the event of her death her estate, shall be paid for the remaining unused annual leave days upon termination.

**B. Sick and/or Personal Leave.** The Superintendent shall be entitled to 25 days of sick and/or personal leave per year. The Superintendent shall be allowed to carry over

unused sick and/or personal leave from year to year. The Superintendent shall be allowed to cash in up to one-half of her unused sick leave during each year. Upon the termination of the Superintendent's employment at the end of the Term, the Superintendent shall be paid for 50% of her unused sick and/or personal leave. If the Contract is terminated prior to the end of the Term (including death), the Superintendent (or her estate) will be paid the value of her accrued but unused sick and/or personal leave in accordance with the current Montgomery County Association of Administrators and Principals contract.

C. **Legal Holidays.** The Superintendent shall be entitled to the legal holidays provided in the official school calendar, subject, however to the recognition of the Superintendent that the nature of the position may require her working or presence at events on some of those holidays.

D. **Retirement Plan(s).** The Superintendent shall be eligible to participate in the retirement plans available to employees covered by the MCAAP agreement and under the terms and conditions specified in those plans, as they may be amended from time to time. The Board shall pay to the Superintendent the amount of the Superintendent's contribution to the plan(s) during the duration of the Superintendent's appointment.

E. **Deferred Compensation.** The Board agrees to pay the amount of Forty-eight Thousand Dollars (\$48,000) annually during term of this Contract to the Montgomery County Public Schools 403(b) or 457(b) Plan in behalf of the Superintendent.

F. **Transportation.** The Board shall provide the Superintendent with a vehicle (approved by the Board) for school district purposes during the term of this Contract. For purposes of this Section, providing a vehicle may include reimbursement to the Superintendent of the costs of a vehicle lease. The Superintendent's expenses for gasoline, insurance, maintenance, and repairs in connection with the use of said vehicle, shall be paid by

the Board. To the extent that the use of the vehicle for personal purposes results in tax consequences for the Superintendent, the Superintendent shall be responsible for payment of such taxes.

**G. Medical, Dental, Vision, Prescription Drug, Disability and Life Insurance.** The Superintendent shall be entitled to select and participate in one of the MCPS system's family medical, dental, vision, prescription drug, and life insurance plans at the same cost and terms as other MCPS employees, as those plans may be amended from time to time. The Board shall provide the Superintendent with a term life insurance policy with a benefit of two and a half times her salary that will be payable to the designee of the Superintendent. In addition, the Board shall provide a disability insurance plan for the Superintendent at a cost not to exceed \$8,000 annually.

**H. Technology Support.** The Board will provide appropriate technology support to permit the Superintendent to carry out her duties.

**6. EXPENSES.**

The Superintendent shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by her that are directly related to the performance of her job. The Superintendent is expected to incur expenses in a prudent and reasonable manner, reflecting the public service nature of the position and the fiscal constraints under which MCPS operates. Each month, the Superintendent shall submit documentation for such expenses to the Board President who will review and sign such reimbursements and forward to the Chief Financial Officer for approval and processing. Expenses incurred by the Superintendent shall be subject to Board oversight at all times. In incurring and submission for reimbursement of expenses, the Superintendent shall adhere to rules, regulations and guidelines applicable to MCPS staff.

**7. SECURITY.**

In the event of a credible and verifiable threat to the life or safety of the Superintendent and/or her family during her Term as Superintendent and because of the performance of her official duties, the Board in consultation with appropriate law enforcement officials, shall provide reasonable protection for her and/or her family, as the Board determines proper, with all costs paid by the Board.

**8. INDEMNIFICATION.**

A. In accordance with Section [4-104\(d\)\(1\)](#) of the *Education Article, Annotated Code of Maryland*, the Board is required to provide the Superintendent with counsel in any actions brought against her during her term of employment, so long as her conduct was within the performance of her duties, within the scope of her employment, without malice, and where the Board determines she was acting within her authorized official capacity. In accordance with Section [5-518\(e\)](#) of the *Courts and Judicial Proceedings Article of the Annotated Code of Maryland*, the Superintendent, while acting within the scope of employment, without malice and gross negligence, is not personally liable for damages resulting from a tortious act or omission for which a limitation of liability is provided for the county board under subsection (b) of [Section 5-518](#) of that Article, including damages that exceed the limitation on the county board's liability. Effective during the term of this Contract and to the fullest extent allowed by law and consistent with State statutes, the Board hereby indemnifies, defends, and hold harmless the Superintendent and/or her estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, whether in her individual or official capacity, for any incident or activity arising out of or in the course and scope of the employment of the Superintendent, including any liability arising from the use of the school system's vehicles in the course of her employment, so long as the Superintendent's



conduct was within the scope of employment, without malice and gross negligence. Such indemnity shall include the costs and attorney's fees reasonably required to effectuate this provision. For indemnification not provided by any insurance coverage, the Board's obligation is capped in that it will only pay the Superintendent's legal fees, at the billing rate of any lawyer retained to represent the Board, increased to reflect the reasonable current rates of any attorney on the MABE/LSA panel.

**B.** If, in the good faith opinion of the Superintendent or the Board, an actual conflict with the Board exists, or potentially could reasonably exist, between the legal position of the Superintendent and the legal position and responsibilities of the Board regarding the defense of any claim against the Board or the Superintendent, the Superintendent may, after prior notice to the Board, engage her own counsel, in which event the Board will indemnify the Superintendent for the costs of her legal defense, as permitted by State law and within the parameters described above. The Board shall not, however, be required to pay or reimburse the Superintendent for her legal fees or other costs to her of legal proceedings in the event the Board and the Superintendent have adverse interests in any dispute or litigation.

**C.** Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of the Board of Education of Montgomery County, or their officers, or employees pursuant to Maryland law, or otherwise. Any cost, expense, or liability of the Board of Education of Montgomery County or Montgomery County Public Schools is subject to availability of appropriations from its funding authorities.

**D.** The provisions of this paragraph shall survive the expiration and/or termination of this Employment Contract.

**9. EVALUATION AND INFORMAL DISCUSSIONS.**

A. The Board and the Superintendent shall work together to improve upon process and communications. The Board and the Superintendent shall meet at least quarterly during the term of this contract to informally discuss the Superintendent's performance and progress towards the established goals and objectives.

B. Both the Board and the Superintendent recognize that a carefully and collaboratively developed and implemented evaluation process is a valuable part of the Board/Superintendent communication. The Board shall evaluate and assess, in writing, the performance of the Superintendent at least once per year, generally not later than November 1 of each year, during the term of this Contract.

C. It is anticipated that evaluation of the Superintendent will include but not be limited to: assessment of progress in student achievement goals, performance of duties required by law, working relationships with the Board, other government agencies, and stakeholders (including parents, community, and staff), and standards of professional conduct. The Board will communicate with the Superintendent regarding areas of concern.

D. The Superintendent shall provide the Board with a self-evaluation of her accomplishments and achievement of the agreed-upon goals and objectives using the agreed-upon evaluation format. The Superintendent's self-evaluation shall be provided to the Board prior to the Board's evaluation of the Superintendent.

**10. TERMINATION OF CONTRACT.**

A. At the end of the Term, this Contract shall automatically terminate. Unless otherwise provided for herein, all terms of this Contract shall cease upon the Contract's termination.

**B.** In addition to automatic termination at the end of its term, this Employment Contract may be terminated by:

(1) Material breach of the terms and conditions of this Employment Contract by either party;

(2) Mutual agreement of the parties;

(3) Retirement or resignation by the Superintendent;

(4) Permanent disability of the Superintendent which results in her inability to substantially perform the essential functions of her position with or without reasonable accommodations because of illness or incapacity for a continuous period lasting longer than two consecutive months;

(5) Upon written recommendation by the Board to the Maryland State Board of Education to terminate the Superintendent for cause as set forth in Section [4-201\(e\)\(1\)](#) of the *Education Article, Annotated Code of Maryland*; or

(6) Death of the Superintendent.

Unless the parties agree otherwise pursuant to paragraph 10.B.(2) above, should the Superintendent separate from employment because of retirement, resignation, permanent disability (which renders the Superintendent incapable of fulfilling her duties under applicable laws and this Contract), termination for cause, termination due to her breach of this Contract, or death, this Contract shall terminate, and all obligations of the Board shall cease except for payment of base salary and benefits through the date of separation.

If the termination is because of a judicially determined material breach of this Contract by the Board, the Superintendent shall receive as severance an amount equal to a period of twelve months, or the salary remaining for the term of this Contract if less than one year remains, whichever is the lesser amount, and any benefits to which she may be entitled under this

Contract. However, in no event shall the severance for separation be less than an amount equal to six months' salary. The severance shall be the only amounts owed to the Superintendent, and the Superintendent shall not be entitled to recovery of damages or any other amounts.

**11. RESIDENCY.**

The Superintendent must obtain and shall maintain residency within Montgomery County, as soon as possible but by no later than June 30, 2023. MCPS will pay the expenses incurred to relocate the Superintendent to Montgomery County up to a maximum cost of \$15,000.

**12. SAVINGS CLAUSE.**

This Contract shall constitute the entire agreement between the parties and shall not be modified unless with the written consent of both parties. Should any provision hereof be found to be invalid, such finding shall be limited to the specific provision and the Contract shall otherwise remain in full force and effect.

**13. AMENDMENT.**

This Employment Contract may only be amended by the parties, in writing, executed by all parties hereto.

**14. CHOICE OF LAW.**

This Employment Contract is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Maryland and all changes, amendments, and modifications are governed by the laws of Maryland.

**15. STATE SUPERINTENDENT APPROVAL.**

This Employment Contract is contingent upon the written approval by the State Superintendent pursuant to *Education Article* Section [4-201\(c\)\(2\)](#) of the appointment of the

Superintendent by the Board. Should the State Superintendent not approve the appointment, this Employment Contract shall be void *ab initio*.

IN WITNESS WHEREOF, we have executed this Contract on the dates indicated.

BOARD OF EDUCATION OF MONTGOMERY  
COUNTY, MARYLAND

4/11/2022  
Date

By: Brenda Wolff  
Ms. Brenda Wolff, President

4/8/2022  
Date

SUPERINTENDENT  
By: Monifa B. McKnight  
Dr. Monifa McKnight