

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

RESIGNATION AGREEMENT

This Agreement is entered into between Dr. Eric Becoats, Superintendent of the Durham Public Schools, and the Durham Public Schools Board of Education. The purpose of this Agreement is to resolve amicably and fairly the conclusion of Dr. Becoats' employment with Durham Public Schools. Dr. Becoats has worked for the Durham Public Schools as the Superintendent since July, 2010. During this time, Dr. Becoats has contributed to the success of the Durham Public Schools.

Although Dr. Becoats' contract extends until June 30, 2016, Dr. Becoats and the Board recognize that fundamental differences have arisen between the Superintendent and Board over the best way to govern the Durham Public Schools. Accordingly, Dr. Becoats and the Board agree that it is in the best interest of the school system for the parties to amicably resolve the terms for the conclusion of Dr. Becoats' employment, in accordance with the terms set forth below:

1. Dr. Becoats agrees to and does hereby voluntarily resign from employment with the school system effective December 31, 2013. The Board agrees to and does hereby accept Dr. Becoats' resignation.
2. The Board agrees to pay Dr. Becoats a one-time severance payment in the amount of \$298,072.54 minus applicable tax, retirement and other deductions as determined by the Finance Officer. A spreadsheet detailing the estimated withholdings is attached as Exhibit "A". The Board will arrange for this payment to be made to Dr. Becoats on or before December 31, 2013. This payment will come exclusively from the school system's local unrestricted fund balance and the Finance Officer has assured the Board that the funds are available for this purpose. This payment complies with N.C. General Statute 115C-271(d), and the Durham Public Schools Board of Education will notify the State Board of Education of the use of the school system's funds for this purpose. Dr. Becoats also will receive all benefits to which he is entitled upon the termination of his employment, including his annual longevity payment and payment for accrued annual leave. Dr. Becoats hereby elects to receive payment for his accrued annual leave.
3. In light of the conclusion of Dr. Becoats' employment with the school system as set forth in this Agreement, the Durham Public Schools Board of Education agrees that Dr. Becoats' personnel file will be closed and no further documents pertaining to his performance as a Superintendent with Durham Public Schools ~~will be inserted~~ in his personnel file other than a copy of this Agreement.
4. Dr. Becoats and the Board agree not to disparage one another, directly or indirectly, in connection with any matters set forth in this Agreement.

5. The Durham Public Schools Board of Education agrees that any request for employment references directed to its individual members or to the Board as a body, will be responded to by the Human Resources Department only and said reference will be limited to dates of employment and positions held, except that Dr. Becoats may authorize in writing any individual Board members to provide a more comprehensive response.

6. Dr. Becoats agrees that the consideration set forth in this Agreement, which includes a payment of \$1,000 in addition to the amount specified in paragraph 17 of his 28 April 2010 employment contract, is adequate and that this agreement constitutes a complete and final settlement of any and all claims he has had, now has, or may have up to the date of this Agreement against the Durham Public Schools Board of Education and/or its present or former members, agents, or employees, including but not limited to any actual or potential claims arising out of or connected with his employment or separation from employment based on any alleged violations of the state or federal constitution, state or federal statutes or regulations, state or federal case law, school system policies or procedures, or any other laws, regulations, or policies, and specifically including any claims alleging wrongful or constructive discharge, discrimination, and/or retaliation (such as claims under the North Carolina Whistleblower Act). Dr. Becoats agrees that this release of liability is to be construed broadly and that he will not initiate any charge, claim, complaint, or any other legal action of any type or variety arising from his employment with the school district or the conclusion of his employment with the school district.

7. The Board agrees that this agreement constitutes a complete and final settlement of any and all claims it has had, now has, or may have up to the date of this Agreement against Dr. Becoats, including but not limited to any actual or potential claims arising out of or connected with his employment or separation from employment. The Board agrees that this release of liability is to be construed broadly and that the Board will not initiate any charge, claim, complaint, or any other legal action of any type or variety arising from Dr. Becoats' employment with the school district or the conclusion of his employment with the school district. The Board reserves the right to examine and investigate past operations of the school district and its administration to improve and modify policies, practices, and procedures and to make any notifications required by law.

8. The parties agree that this Agreement is intended to bring a fair and amicable resolution and closure to any and all possible pending issues in dispute.

9. The parties acknowledge that this Agreement is supported by mutual and adequate consideration.

10. The parties are entering this Agreement freely, knowingly and voluntarily, having had adequate time to review the Agreement and to consider its advantages, disadvantages, and future consequences and having had the opportunity to consult with his attorney.

11. The parties acknowledge that no promises or inducements have been made to Dr. Becoats that are not specifically set out in this Agreement. Nothing in this provision prevents the parties from clarifying this Agreement through separate documents.

12. The Durham Public Schools Board of Education and Dr. Becoats agree that a faxed or scanned version of this Agreement and signatures will have the same force as an original.

13. The parties agree that this Agreement is not enforceable until the Durham Public Schools Board of Education approves this Agreement in open session at a Board meeting.

14. The Parties recognize and agree that once the Board of Education approves this Agreement in open session at a Board meeting, this Agreement is a public record available for disclosure to the public

This document constitutes the entire Agreement between myself, Dr. Eric Becoats, and the Durham Public Schools Board of Education.

This, the ____ day of December, 2013.

Dr. Eric Becoats, Employee of the
Durham Public Schools Board of Education

ACCEPTED FOR and on behalf of the Durham Public Schools Board of Education this
____ day of December, 2013.

Heidi Carter, Chairman of the
Durham Public Schools Board of Education

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

By: _____
Aaron Beaulieu, Finance Officer

Date Signed: _____