

STATE OF NORTH CAROLINA

SEPARATION AGREEMENT

COUNTY OF WAKE

This Agreement is entered into between Anthony Tata, Superintendent of the Wake County Public School System, and the Wake County Board of Education to resolve in an amicable and fair manner the conclusion of Mr. Tata's employment with the Wake County Public School System.

Mr. Tata has worked for the Wake County Public School System since January 2011 and in that time has made many significant contributions to the school system. While Mr. Tata is willing to continue his employment as Superintendent through the culmination of his current contract, the majority of the Board believes that it is in the best interest of the school system for the parties to amicably resolve the conditions for the conclusion of his employment, in accordance with the terms set forth below:

1. After the Board voted in favor of seeking a negotiated agreement with Mr. Tata on a separation of his employment without cause, the parties have mutually agreed to a separation of Mr. Tata's employment without cause on the terms set out herein.

2. The Board agrees to pay Mr. Tata by October 2, 2012, all salary and benefits owed through the conclusion of his employment on September 25, 2012, including a pro-rated gas allowance. The Board also agrees that Mr. Tata will be entitled to payment for 18.4 days of accrued, unused leave at his current rate of pay.

3. Further, the Board agrees to pay Mr. Tata, as a one-time severance payment, payable on or before October 2, 2012, in the gross amount of two-hundred fifty thousand (\$250,000.00), which is the annual aggregate salary he would have earned for the upcoming twelve (12) months, pursuant to Section 3A of his December 23, 2010 Employment Contract. The net amount of the check payable to Mr. Tata will be the gross amount of severance (\$250,000.00) less all applicable employee withholdings for state, federal, and FICA taxes. The payment will come exclusively from the school system's local unrestricted fund balance and the finance officer has confirmed that the funds are available for this purpose. The amount of the unrestricted fund balance to be appropriated to meet the needs of this agreement is \$253,625.00. This is the sum of the annual aggregate salary he would have earned pursuant to Section 3A plus the amount of FICA contribution the Wake County Board of Education will be required to make of \$3,625.00. This payment complies with N.C. General Statute 115C-271(d), and the Wake County Board of Education will notify the State Board of Education of the use of the school system's funds for this purpose.

4. Additionally, the Board agrees to pay Mr. Tata, on or before October 2, 2012, seven thousand-five hundred dollars (\$7,500) for attorneys' fees in connection with this Agreement and related matters.

5. In light of the conclusion of Mr. Tata's employment with the school system as set forth in this Agreement, the Wake County Board of Education agrees that Mr. Tata's personnel file will be closed and no further documents pertaining to his performance as a Superintendent

with Wake County Public School System will be inserted in his personnel file other than a copy of this Agreement.

6. The Wake County Board of Education agrees that the school system will not contest any application for unemployment compensation that Mr. Tata may file as a result of the conclusion of his employment.

7. The Wake County 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 Chair only and said reference will be limited to dates of employment and positions held, except that Mr. Tata may authorize in writing any individual Board members to provide a more comprehensive response.

8. Mr. Tata agrees that the consideration set forth in 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 Wake County 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). Mr. Tata agrees that this release of liability is to be construed broadly and that he will not initiate any charge, claim, complaint, or any other action of any type or variety arising from his employment with the school district or the conclusion of his employment with the school district through the date of this Agreement.

The Wake County Board of Education, and each of its constituent members in their individual capacity as Board members (collectively, 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 Mr. Tata, including but not limited to any actual or potential claims arising out of or connected with his employment or interactions, both public and private, with the Board. The Board agrees that this release of liability is to be construed broadly and that it will not initiate any charge, claim, complaint, or any other action of any type or variety against Mr. Tata.

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 their respective attorneys.

11. The parties acknowledge that no promises or inducements have been made to Mr. Tata that are not specifically set out in this Agreement.

12. The Wake County Board of Education and Mr. Tata 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 Wake County 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, Anthony Tata, and the Wake County Board of Education.

This, the _____ day of September, 2012.

Anthony Tata, Employee of the
Wake County Board of Education

ACCEPTED FOR and on behalf of the Wake County Board of Education

Kevin Hill, Chairman of the
Wake County Board of Education

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