

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

RESIGNATION AGREEMENT

This Agreement is entered into between Dr. Pascal Mubenga (“Dr. Mubenga”), Superintendent of the Durham Public Schools, and the Durham Public Schools Board of Education (“Board”). The purpose of this Agreement is to resolve amicably and fairly the conclusion of Dr. Mubenga’s employment with Durham Public Schools.

While the Board recognizes the many accomplishments in Dr. Mubenga’s tenure, the Board and Dr. Mubenga desire to conclude Dr. Mubenga’s employment. The Board and Dr. Mubenga agree that it is in the best interests of the parties and of the school district to amicably and fairly conclude his employment in accordance with the following terms and conditions:

1. Dr. Mubenga agrees to and does hereby voluntarily resign from employment with the Durham Public Schools effective close of business February 7, 2024. The Board agrees to and does hereby accept Dr. Mubenga’s resignation.

2. The Board agrees to pay Dr. Mubenga a severance payment in the amount of \$297,759, minus applicable tax and other deductions as determined by the Interim Finance Officer. The Board will arrange for this payment to be made to Dr. Mubenga by February 9, 2024. This payment will come exclusively from the school system’s local unrestricted fund balance, and the Acting Finance Officer has assured the Board that the funds are available for this purpose. These payments comply with N.C. General Statute 115C-271(d), and the Board will notify the State Board of Education of the use of the school system’s funds for this purpose. Dr. Mubenga will be paid by the Board for any accrued and unused annual leave days earned through the date of his resignation as required by State law and the rules and restrictions of the North Carolina Department of Public Instruction. Dr. Mubenga acknowledges that he is solely responsible for any tax consequences for the payments made under this paragraph.

3. In light of the conclusion of Dr. Mubenga’s employment with the school system as set forth in this Agreement, the Durham Public Schools Board of Education agrees that Dr. Mubenga’s personnel file will be closed as of February 7, 2024, and no further documents pertaining to him as a Superintendent of the Durham Public Schools for work performed through the date of this Agreement will be inserted in his personnel file other than a copy of this Agreement and any standard records pertaining to payroll and benefits.

4. The Board agrees that all requests for references will be forwarded to and responded to by the Board Chair at the time of the reference request. Nothing herein prevents Dr. Mubenga from requesting references from a particular Board member provided he gives notice to the Board member ahead of time so the Board member will know that he/she is free to respond to the reference request.

5. Dr. Mubenga agrees that the consideration set forth in this Agreement 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, breach of contract, discrimination, and/or retaliation (such as claims under the North Carolina Whistleblower Act). Dr. Mubenga 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 and Board or the conclusion of his employment with the school district and Board.

6. The Board agrees that this Agreement constitutes a complete and final settlement of any and all claims it had, now has, or may have up to the date of this Agreement against Dr. Mubenga, 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. Mubenga's employment with the school district prior to the date of this Agreement or the conclusion of his employment with the school district in accordance with the terms of this Agreement.

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

8. 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 attorneys.

9. The parties acknowledge that no promises or inducements have been made to Dr. Mubenga that are not specifically set out in this Agreement. Nothing in this provision prevents the parties from clarifying this Agreement through separate documents, including, but not limited to, a joint press release.

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

11. 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 and that once approved, this Agreement is a public record available for disclosure to the public.

12. The Board agrees that Dr. Mubenga will be entitled to continued liability coverage as now provided to him by the Board for any covered demands, claims, suits, actions and legal proceedings brought against him related to any act or omission as Superintendent occurring on or before February 7, 2024.

13. Each current Board Member agrees that he or she shall not make any disparaging statements or comments, written or oral, about Dr. Mubenga or his actions or performance while he was employed by the Durham Public Schools Board of Education, and Dr. Mubenga agrees that he shall not make any disparaging statements or comments, written or oral, about the Board or any Board Member that served during his employment by the Board.

As used in this Agreement, the term "disparaging" means defamatory (libelous or slanderous), false or misleading.

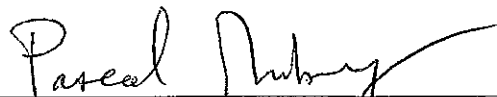
If any party to this Agreement believes that this paragraph 13 of the Agreement has been violated by any other party(ies), such party must notify in writing the party(ies) believed to be in violation ("warning letter") and allow the party(ies) an opportunity to cure the alleged violation by sending a letter correcting any allegedly disparaging statements within ten (10) days of receipt of the warning letter to those person(s) to whom the disparaging statement(s) were made or distributed, and shall within such ten (10) day period send a copy of such correcting letter to the part(ies) believed to have been disparaged. If any party alleged to have made disparaging statements fails to cure a violation by sending such a letter after receiving the written request for same, a party that believes this paragraph 13 has been violated may seek injunctive relief and the prevailing party shall be entitled to attorney's fees, which are the sole remedies under this Agreement for violation of this paragraph 13. This provision does not eliminate the pursuit of remedies provided by law for actions that raise colorable claims, such as for libel and slander. However, before any action can be instituted for any such claim, the offending individual must be provided notice and allowed an opportunity to cure according to the procedure set forth above.

Notwithstanding any other terms of this Agreement, the Board, Board Members and the Superintendent shall be allowed to make any truthful statement or truthful comment permitted by applicable law, including responding to reference requests, and to truthfully respond to any lawful court order or subpoena issued by or on behalf of a court with competent jurisdiction.

This document constitutes the entire agreement between the parties.

This, the 7th day of February 2024.

DR. PASCAL MUBENGA



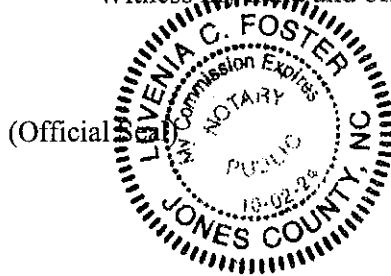
Dr. Pascal Mubenga, Superintendent of the
Durham Public Schools

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, Luvenia C. Foster, a Notary Public, do hereby certify that Bettina Umstead personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that she is Chair and Emily Chávez is Vice Chair of the Durham Public Schools Board of Education, the corporation described in and which executed the foregoing and annexed instrument; that she knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, that the name of the corporation was subscribed thereto by said Chair and that said Chair and Vice Chair subscribed their names thereto and said common seal was affixed, all by order of the members of the Durham Public Schools Board of Education, and said instrument is the act and deed of said corporation.

Witness my hand and official seal, this the 17th day of February 2024.



Luvenia C. Foster
Notary Public

My Commission Expires: 10-2-24

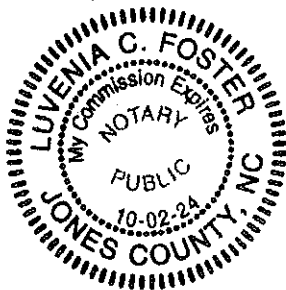
STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, Luvenia C. Foster, a Notary Public for said County and State, certify that Dr. Pascal Mubenga personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17th day of February 2024.

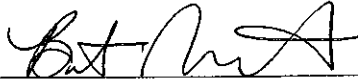
(Official Seal)



Luvenia C. Foster
Notary Public

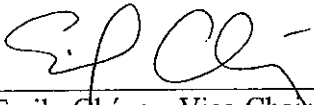
My Commission Expires: 10-2-24

DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION



Bettina Umstead, Chair of the
Durham Public Schools Board of Education

ATTEST:

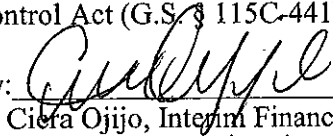


Emily Chávez, Vice-Chair of the
Durham Public Schools Board of Education

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:



Ciera Ojijo, Interim Finance Officer

Date Signed:

2/7/2024