

Transition Agreement and General Release

This Transition Agreement and General Release ("Agreement") is entered into as of September 27, 2023, by and between Mohammed Choudhury, hereinafter referred to as the "State Superintendent" or "Mr. Choudhury," and the Maryland State Board of Education, hereinafter referred to as the "State Board".

WHEREAS, the State Superintendent has withdrawn all requests or intentions to serve for a new term of office from July 1, 2024, through June 30, 2028; and

WHEREAS, the State Superintendent has expressed the intention to resign from the position no later than October 6, 2023, and accept a new position as Senior Advisor to the State Board.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **Resignation Date:** The State Superintendent agrees to resign his current position as State Superintendent on October 6, 2023. Beginning on October 7, 2023, Mr. Choudhury will transfer into a full-time Executive Service PIN position as a Senior Advisor to the State Board. In this position he serves at the pleasure of the State Board, subject to the causes for removal and due process set forth in Education Art. §2-302, without disruption to his current pay and benefits. As Senior Advisor, Mr. Choudhury will work on education policy and strategy issues, including, but not limited to implementation of the Blueprint for Maryland's Future, as agreed upon with the State Board. The State Board leadership and Mr. Choudhury will mutually agree to all work and projects to be completed by Mr. Choudhury as described in Exhibit A.
2. On September 29, 2023, the State Board and Mr. Choudhury will make a mutually agreeable public announcement regarding Mr. Choudhury's new position as Senior Advisor to the State Board.
3. The State Board will work with the Maryland Department of Budget and Management to ensure an accurate transition from Superintendent to Senior Advisor without interruption and to ensure accurate transition of benefits and pay, as of the date this Agreement is signed, including continuation of exemption from positive time keeping and reasonable leave as needed.
4. **Compensation and Benefits:** As a Senior Advisor to the State Board under Section 1 of this Agreement, the State Board agrees to compensate Mr. Choudhury at his current rate of compensation as of the date of this Agreement, inclusive of all benefits, until the earlier of June 30, 2024, or when Mr. Choudhury obtains other employment, at which time he agrees to tender his resignation from his position as Senior Advisor. If Mr. Choudhury intends to engage in consulting while serving as Senior Advisor, he will seek approval from the State Board.

5. The State Board acknowledges the superb work Mr. Choudhury has done as State Superintendent. The State Board President and leadership will prepare a positive written and/or oral references and recommendations upon request of Mr. Choudhury or upon inquiries about his work as State Superintendent.

6. Duty of Cooperation: Mr. Choudhury will cooperate with MSDE and the State Board regarding any active litigation involving MSDE and the State Board through the end of his employment. While Mr. Choudhury serves as Senior Advisor, he will obtain approval with State Board leadership before communicating with or meeting with legislators and other public officials regarding his Senior Advisor duties.

7. Communication with MSDE Personnel: The State Board recognizes that, as Senior Advisor, Mr. Choudhury will need to engage with MSDE personnel. To ensure clarity in leadership roles and to position MSDE for future success, Mr. Choudhury will seek approval from the State Board leadership prior to initiating any significant discussions with MSDE staff.

8. Non-disparagement: Both parties agree not to make, or cause to be made, any public or private statements, or to communicate with any third party, in a manner that is disparaging or damaging to the other party or its representatives, agents, employees, officers, and attorneys. Nothing in this paragraph limits either party's ability to provide truthful testimony as required by a subpoena issued by a court of competent jurisdiction, and as required by law or court order.

9. Both parties agree and represent that neither party intends to bring, and shall not bring, any lawsuits, claims, complaints, or causes of action of any nature whatsoever, whether known or unknown as of the date of State Superintendent's execution of this Agreement, on their own behalf, or in their name, against either party, its employees, agents, or attorneys.

10. In consideration of the mutual promises exchanged in this Agreement, both parties hereby release and forever discharge the other, its agents, employees, officers, and attorneys from any and all administrative claims or charges, civil claims, grievances, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever, as of the date of execution of this Agreement, for all matters, known or unknown, that arise out of or are within the scope of the State Superintendent's employment with the State Board, including the State Superintendent's transition from employment with the State Board.

11. Confidentiality and Intellectual Property. MSDE artifacts data, databases, PowerPoints, spreadsheets, derived products and materials created, collected, manipulated, or developed during Mr. Choudhury's service to MSDE are the property of MSDE. MSDE is the custodian of the work products and will determine the use, access, distribution and other

conditions. Except to the extent materials are already public or subject to public disclosure, Mr. Choudhury may not copy, disclose, retain or use any product or material developed by him -or developed at his request- during his service to MSDE. No work products may be used in any transaction that does not include the MSDE. Confidential information is subject to confidentiality obligations. Mr. Choudhury may not disclose or use for his own economic benefit, or that of another, Confidential Information acquired by reason of his employment with the State Board. Information previously made public or is subject to public disclosure is not confidential.

12. The parties agree that in the event of any violation of the provisions of this Agreement, to the extent permitted by law, this Agreement does not limit the parties' legal and equitable relief.

13. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating thereto and the obligations set forth hereunder may not be altered, amended, or modified in any respect except by and in writing, duly executed by the parties. This Agreement supersedes the May 27, 2021, Agreement Between the Maryland State Board of Education and State Superintendent of Schools.

14. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

15. Each party represents that it has read and understood the terms of this Agreement. Each party further represents that it has consulted with, or had a reasonable opportunity to consult with, counsel of its own choosing, regarding the terms, conditions, and effect of this Agreement.

16. The execution hereof by the State Superintendent and the State Board's duly authorized representative constitutes their certification that they have the authority to enter into this Agreement.

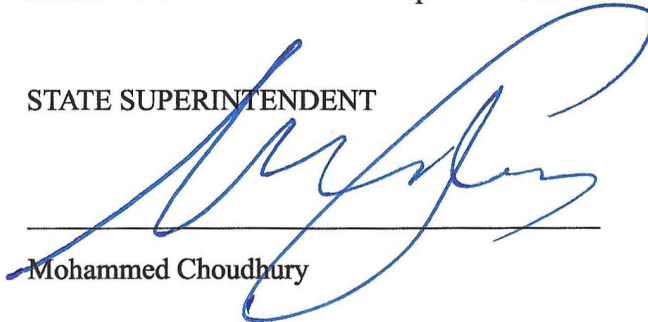
17. The terms of the Agreement will be effective when fully executed by both parties to this Agreement.

18. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland.

IN WITNESS WHEREOF, the parties have caused this Transition Agreement and General Release to be executed on the respective dates set forth below.

STATE SUPERINTENDENT



Mohammed Choudhury

9/27/23

Date

MARYLAND STATE BOARD OF EDUCATION



By: Clarence Crawford, President

September 27, 2023

Date

EXHIBIT A

The Senior Advisor to the State Board of Education provides direct expert-level advice, guidance, and recommendations to the Maryland State Board of Education on strategies to develop, improve, and implement the educational policies of the State. Projects and activities will be mutually agreeable between the State Board of Education and the Senior Advisor.

The Senior Advisor will focus on mutually agreeable high-level projects that pertain to executing key initiatives through implementation of the Blueprint for Maryland's Future, the 2023 State Board and MSDE Strategic Plan, State Board and MSDE priorities, and other key initiatives currently underway within MSDE.

The Senior Advisor will research, analyze, and review mutually agreeable complex educational policy matters, identify opportunities for improvement and growth, identify emerging issues, and develop evidence-based recommendations and solutions to provide to the State Board of Education for its consideration. The Senior Advisor will maintain current knowledge of contemporary trends and developments to ensure the State Board maintains an understanding of issues in a rapidly evolving environment.

The Senior Advisor may make recommendations to the State Board Leadership on agenda development and strategizing on a calendar of items to present to the State Board Leadership for its review or action. The Senior Advisor will develop mutually agreed upon memoranda, policy papers, reports, and presentations with reasonable mutually agreeable time frames that are necessary to carry out the duties of the position with reasonable access to MSDE personnel as necessary.

The Senior Advisor will provide assistance and advice, by request of the State Board President and Vice President, to the State Board on effective methods and strategies for the transition of MSDE leadership and administration to an interim, and subsequently, permanent State Superintendent of Schools. The Senior Advisor will support and assist with mutually agreeable other duties as assigned by the State Board of Education. The Senior Advisor reports directly to the President and Vice President of the State Board of Education.