

**EMPLOYMENT CONTRACT  
BETWEEN THE  
BOARD OF EDUCATION OF BALTIMORE COUNTY  
and  
S. DALLAS DANCE, Ph.D.**

**THIS EMPLOYMENT CONTRACT** is made and entered into this 24<sup>th</sup> day of May, 2016, by and between the **BOARD OF EDUCATION OF BALTIMORE COUNTY** (hereinafter referred to as **BOARD**) and **S. DALLAS DANCE, Ph.D.** (hereinafter referred to as **SUPERINTENDENT**).

**WHEREAS**, the parties to this Contract, namely the Board and the Superintendent, recognize the mutual benefits that the appointment of a County Superintendent has to the proper administration of the Baltimore County Public Schools (hereinafter referred to as **SCHOOLS and SCHOOL SYSTEM**), and the furtherance of the best possible educational program for the students in our schools; and

**WHEREAS**, the parties to this Contract, namely the Board and the Superintendent, fully acknowledge the mutual benefits and mutual legal obligations inherent in the appointment of a County Superintendent; and

**WHEREAS**, the parties to this Contract, namely the Board and the Superintendent, recognizing their legal responsibilities and the desirability of appointing a County Superintendent as prescribed by Section 4-201 of the Education Article of the *Annotated Code of Maryland*, do hereby mutually agree and contract; and

**WHEREAS**, the parties to this Contract, namely the Board and the Superintendent, believe that the interests of the students, the Schools, the citizens of Baltimore County, and the staff of the School System are promoted and protected by the parties entering into this Contract.

**NOW, THEREFORE**, for mutual and valuable consideration herein specified, the parties agree as follows:

**1. TERM**

It is agreed by and between the Board and the Superintendent that the Board does employ S. Dallas Dance, Ph.D., as County Superintendent for the term prescribed by Section 4-201(b) of the Education Article of the *Annotated Code of Maryland*, namely, four (4) years beginning July 1, 2016 and ending June 30, 2020. The parties agree that the Superintendent shall perform the duties of a County Superintendent as prescribed by the laws of the State of Maryland, the rules and regulations of the Maryland State Board of Education, and the policies and regulations of the Board.

**2. PROFESSIONAL CERTIFICATION & RESPONSIBILITIES**

2.1 **Certification.** The Superintendent shall be eligible to receive a valid certificate issued by the State Superintendent of Schools, in accordance with Section 4-201(c)(1)(i) of the Education Article of the *Annotated Code of Maryland*.

2.2 **Duties.** The Superintendent shall have charge of the administration of the School System under the direction of the Board. He shall be the executive officer of the Board and serve as the Secretary/Treasurer of the Board; shall direct and assign teachers

and other employees of the Schools under his supervision, in accordance with the laws of the State of Maryland; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School System; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well being and ordering of the Schools; and in general shall perform all duties incident to the office of Superintendent in accordance with the laws of the State of Maryland and as provided by the policies of the Board, and shall perform such other duties as may be prescribed by the Board from time to time. The Board Members individually and collectively are encouraged to refer criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall have the right, in accordance with Section 4-102(b) of the Education Article of the *Annotated Code of Maryland*, to attend all Board meetings with the exception of closed sessions when appropriately determined by the Board, and all Board and citizen committee meetings. The Superintendent shall serve as an ex-officio member of all Board committees and shall provide administrative support and recommendations on each item of business considered by each of these groups.

2.3 The Superintendent agrees to devote his full time to employment by the Board. The Superintendent agrees to devote his best efforts and all of his time and attention exclusively to the duties of County Superintendent of the School System, exclusive of such vacation periods, holidays, and other days off as provided in this

Contract. The Board realizes that the Superintendent may, and is encouraged to, engage in educational, civic and charitable activities as long as such devotion of time and energy does not interfere with the Superintendent's obligations under this Contract.

2.4 The Superintendent shall seek to promote the interests of the Board and the School System.

2.5 The Superintendent is required to keep and maintain all records relating to the Board and administrative business in the form and manner required by the State of Maryland, the Maryland State Board of Education and/or the Board. The Superintendent will be required from time to time to prepare reports, documents, contracts and correspondence as required by the Board. All of these reports and related records are the property of the Board.

### **3. COMPENSATION**

3.1 **Salary.** The Board shall pay the Superintendent at an annual salary rate of Two Hundred Eighty-Seven Thousand Eight Hundred Dollars (\$287,800). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees. Such compensation shall be based upon a 12-month certificated employee work year.

3.2 The Superintendent shall participate in the appropriate State and local pension/retirement systems, as provided by law. The Board shall reimburse the Superintendent for his contributions to the State of Maryland's pension/retirement system, in an amount not to exceed Eighteen Thousand Two Hundred Dollars (\$18,200) annually.

#### **4. VACATION & OTHER BENEFITS**

4.1 The Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations, along with the costs associated with said membership that he intends to join. The Board shall pay or reimburse the Superintendent for annual professional association dues in professional organizations as specifically approved by the Board.

4.2 The Superintendent shall provide the Board on an annual basis a list, along with the costs associated with said membership, of proposed other civic groups (such as the Chamber of Commerce) that he intends to join. The Board shall pay or reimburse the Superintendent for dues and/or membership fees required by these civic groups as approved by the Board.

4.3 The Board will acquire an automobile with Bluetooth and a Navigation System, for the Superintendent's sole and exclusive use for business and personal use, during the term of this Contract, subject to the applicable provisions of the Internal Revenue Code and the rules and regulations of the Internal Revenue Service. The automobile shall be titled in the name of the Board and shall be fully maintained by the Board; including, but not limited to: keeping the automobile in a safe, usable condition, and providing all expenses incident to automobile usage, including insurance. The Superintendent will be responsible for fueling the vehicle, pursuant to School System procedures, at the Board's expense.

4.4 During the term of this Contract, the Board shall maintain a defined

contribution plan, as described in §401(a) of the Internal Revenue Code (the "Code"), which covers the Superintendent (the "401(a) Plan"), and shall make an annual non-elective employer contribution each year on behalf of the Superintendent to the 401(a) Plan, in the maximum amount allowable by law, but in no event greater than Fifty-Three Thousand Dollars (\$53,000). This amount is to be paid in two installments no later than December 31 and no later than June 30, to begin on or before December 31, 2016. The Superintendent shall have no right to receive such contributions in cash. The amount of the contribution may be adjusted downward to the extent required in order for the contribution to be excludable from the Superintendent's gross income under the provisions of the Code and to otherwise comply with applicable state and federal regulations. The amount contributed by the Board to said 401(a) Plan shall not be included as earnable compensation under the Teachers Retirement System. For any period of less than one full year that he serves as Superintendent under this Contract, the Board shall contribute only a pro-rata share of the contribution to the account. The Superintendent shall be responsible for any and all applicable Federal and State taxes on contributions to, or distributions from, the account. The funds for the 401(a) Plan shall be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code. The Board's obligation to maintain the 401(a) Plan shall be subject to, and conform to, the provisions of the Code (including, without limitation, Section 401(a)).

4.5 During the term of this Contract, the Board shall maintain a retirement

savings plan, as described in §403(b) of the Internal Revenue Code (the "Code"), which covers the Superintendent (the "403(b) Plan"), and shall make an annual non-elective employer contribution each year on behalf of the Superintendent to the 403(b) Plan, in the maximum amount allowable by law, but in no event greater than Fifty-Three Thousand Dollars (\$53,000). This amount is to be paid in two installments no later than December 31 and no later than June 30, to begin on or before December 31, 2016. The Superintendent shall have no right to receive such contributions in cash. The amount of the contribution may be adjusted downward to the extent required in order for the contribution to be excludable from the Superintendent's gross income under the provisions of the Code and to otherwise comply with applicable state and federal regulations. The amount contributed by the Board to said 403(b) Plan shall not be included as earnable compensation under the Teachers Retirement System. For any period of less than one full year that he serves as Superintendent under this Contract, the Board shall contribute only a pro-rata share of the contribution to the account. The Superintendent shall be responsible for any and all applicable Federal and State taxes on contributions to, or distributions from, the account. The Superintendent shall at all times be one hundred percent (100%) vested in his account in the Nonelective 403(b) Plan. The Board's obligation to maintain the 403(b) Plan shall be subject to, and conform to, the provisions of the Code (including, without limitation, Section 403(b)).

4.6 The Superintendent shall be entitled to twenty-five (25) days of annual vacation. Unused annual vacation days do not carry over from year to year and the Board

shall not be obligated to compensate the Superintendent for any unused vacation days at any time during the term of this Contract or at its termination.

4.7 The Superintendent shall be entitled to twenty-five (25) days each fiscal year for personal and/or sick leave. Earned personal/sick leave shall be accumulated and carried over from year to year, without limitation. The Board shall not be obligated to compensate the Superintendent for accrued leave at the time of termination of this Contract. Accrued leave shall be included in the calculation of length of service for retirement purposes.

4.8 The Superintendent shall be entitled to four (4) consecutive calendar days for bereavement leave for the death of an immediate family member as defined in the Master Agreement between The Board of Education of Baltimore County and The Teachers' Association of Baltimore County.

4.9 The Board shall purchase for the benefit of the Superintendent a disability income insurance policy, to be in force during the term of this Contract, with an appropriate elimination period with coverage to Age 65. The appropriate elimination period will be determined by assessing the Superintendent's accrued sick leave at the end of each Contract year and providing an elimination period that covers the Superintendent after the exhaustion of his accrued sick leave. The policy will provide a monthly benefit equal to the lesser of sixty percent (60.00%) of the Superintendent's annual salary or the maximum amount of disability coverage that can be obtained by the Board from a commercial disability insurer. The disability income insurance policy shall be owned by



the Superintendent and the premium payments by the Board shall be treated as taxable income to the Superintendent. The Board's obligation to pay premium expenses on such disability income insurance policy will cease should the Superintendent terminate employment with the Board and the Superintendent may assume premium payments if permitted by the policy.

4.10 The Board shall purchase or assume a comparable insurance contract for the benefit of the Superintendent in the form of: (a) an optional Ten (10) Year Renewable Term Life Insurance policy at available rates with a face value in the amount of One Million Dollars (\$1,000,000.00) during the term of this Contract, and (b) Ten Thousand Dollars (\$10,000.00) of basic Group Life through the School System's standard employee group contract, as offered to all active employees of the School System. The Board's obligation to pay premium expenses on such life insurance policies will cease should the Superintendent terminate employment with the Board. The Term Life insurance policy described herein shall be owned by the Superintendent, who shall have the right to select the beneficiary of his choosing, and the premium payments by the Board shall be treated as taxable income to the Superintendent.

4.11 The Superintendent shall be entitled to select and participate in the School System's family, medical, dental, vision, and prescription drug plan to the same extent and in the same manner as employees who are covered by the Master Agreement Between the Board and the Teachers Association of Baltimore County (TABCO), as such plans may be amended from time to time.

4.12 During the course of this contract, the Board shall pay to the Superintendent Four Hundred-Fifty Dollars (\$450.00) each month, as a communication allowance. The Superintendent will provide his own cell phone, laptop computer, home fax machine, home internet access, etc.

4.13 The Board shall make an annual contribution in the maximum amount allowable by law, but in no event greater than Eighteen Thousand Dollars (\$18,000), to the account of the Superintendent in the School System's voluntary 457(b) Plan each year. The Superintendent shall at all times be 100% vested in his account in the 457(b) Plan. For any period of less than one full year that he serves as Superintendent under this Contract, the Board shall contribute only a pro-rata share of the contribution to the account. The Superintendent shall be responsible for any and all applicable Federal and State taxes on contributions to, or distributions from, the account.

4.14 The Superintendent understands and agrees that the Board makes no representations as to the tax consequences of any compensation or benefits provided hereunder (including, without limitation, under Sections 401(a), 403(b), 409A or 457(b) of the Code), and that the Superintendent is solely responsible for any and all income, excise, or other taxes imposed on the Superintendent with respect to any and all compensation or other benefits provided to the Superintendent.

4.15 It is the intention of the Board and the Superintendent that this Contract shall comply with, or be exempt from, the requirements of Section 409A of the Code. All payments under this Contract are intended to be excluded from the requirements of

Section 409A of the Code or be payable on a fixed date or schedule under Section 409A of the Code. All payments made under this Contract shall be strictly paid in accordance with the terms hereof. To the extent any amounts payable under this Contract are subject to Section 409A of the Code, all provisions therein shall be construed and interpreted to comply with Section 409A of the Code and, if necessary, the Board may disregard and/or amend any such provisions as it deems necessary in its sole discretion to comply with Section 409A of the Code. Each payment of compensation under this Contract shall be treated as a separate payment of compensation for purposes of Section 409A of the Code. To the extent amounts subject to Section 409A of the Code are payable under this Contract following a termination of the Superintendent's employment with the Board, a "termination of employment" for such purpose shall have the same meaning as a "Separation from Service" under Treasury Regulations Section 1.409A-1(h)(1).

4.16 Any reimbursement or in-kind benefits provided under this Contract that are subject to Section 409A of the Code shall be made or provided in compliance with the requirements of Section 409A of the Code, including where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in this Contract, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year of the Superintendent may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of the Superintendent, (iii) the reimbursement of an eligible expense will be made no later than the last day of the taxable year of the Superintendent following the taxable year of the

Superintendent in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

## **5. KEY MAN OR TERM LIFE INSURANCE**

5.1 The Board has decided to obtain, at its sole cost and expense, Key Man or Term Life Insurance, in an amount up to One Million Dollars (\$1,000,000.00) to insure the Board in the event the Superintendent dies while employed by the Board. The Superintendent agrees that he will fully cooperate in the purchase of such insurance. The owner and beneficiary of any such policy will be the Board. Upon termination of his employment with the Board, ownership of and payment for the policy will be transferred to the Superintendent if same is allowed under the terms of the policy.

## **6. EXPENSE REIMBURSEMENT**

6.1 The Board recognizes that the Superintendent will incur expenses from time to time as the Board's representative, at civic and school related functions within Baltimore County, the State of Maryland, the continental United States, and Internationally in the pursuit of educational excellence, private funding and grants, and for other reasons in support of the School System. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board Chair as incurred by the Superintendent in the continuing performance of his duties under this Contract. For expense reimbursements of any kind, the Superintendent shall file itemized expense statements with the Chair of the Board, who will review same. Upon approval of the Board Chair, which approval will not be unreasonably withheld, the Board shall

reimburse the Superintendent for reasonable business expenses he incurs on behalf of the Board and the School System. The Board may direct the Superintendent to attend conferences and meetings that the Board believes will enhance the Superintendent's ability to fulfill his duties and responsibilities.

6.2 Upon notification to and with the prior approval of the Board Chair, the Superintendent may participate in professional development programs and activities that do not interfere with the discharge of his responsibilities to the Board and/or the School System, and be reimbursed for the cost of those programs and all expenses related to his participation.

6.3 Upon notification to and with the prior approval of the Board Chair, the Superintendent shall attend appropriate business and professional meetings at local, state, and national levels. Expenses of travel and related attendance costs at out-of-county activities shall be paid in advance by the Board or, where appropriate, reimbursed upon the submission of proper receipts from the Superintendent.

## **7. REVIEW AND ASSESSMENT OF PERFORMANCE**

7.1 The Superintendent and the Board recognize the need to review the Superintendent's performance yearly through the approved annual evaluation process. The annual review will consist of the completion of the current Superintendent's annual evaluation instrument approved by both the Board and the Superintendent.

## **8. TERMINATION**

8.1 The Superintendent may be removed from office for immorality, misconduct

in office, insubordination, incompetency, or willful neglect of duty in accordance with the provisions of Section 4-201(e) of the Education Article of the *Annotated Code of Maryland*. Upon removal of the Superintendent by the State Superintendent of Schools for cause, the Superintendent's compensation, benefits, and car provisions will cease.

8.2 In the event that the Superintendent unilaterally terminates this Contract, he agrees to forfeit all compensation, benefits, and car provisions due for any remaining period of this Contract.

8.3 The parties agree that they may mutually agree to terminate this Contract on mutually satisfactory terms.

## 9. **PROFESSIONAL LIABILITY**

9.1 The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual or official capacity, so long as he is acting within the scope of his employment and without malice or gross negligence or in his official capacity as agent and employee of the Board, in accordance with Section 4-105 of the Education Article, Annotated Code of Maryland. The obligations under this section may be met through the Board's existing liability insurance program. In no case will individual Board members be considered personally liable to defend, hold harmless, or indemnify the Superintendent against such demands, claims, suits, actions and/or legal proceedings. This provision shall survive the termination of this Contract.

## **10. SECURITY**

10.1 The Board agrees to provide reasonable protection for Superintendent and/or his family with all costs paid by the Board.

## **11. OTHER ACTIVITIES**

11.1 The duties and responsibilities of the Superintendent require full-time employment and frequently require the Superintendent to attend to his duties during the evenings, weekends, and holidays. The Superintendent shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as Superintendent. The Board recognizes that certain outside activities that will not interfere with the performance of the Superintendent's duties may have a beneficial impact on the Superintendent's professional growth and on the School System. Thus, the Board agrees to permit the Superintendent, subject to prior Board approval, to teach, serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis; engage in speaking engagements; and accept appointments to foundations, boards or commissions, so long as none of these activities interferes with the Superintendent's performance of his duties under this Contract. Any honoraria or other compensation paid to the Superintendent in connection with such activities may only be retained by the Superintendent, subject to the established Board's Ethics Policies, and only with the express written approval of the Board. Any expense reimbursement received by the Superintendent shall be paid to the Board, if the Board paid for the expense. The Superintendent shall report to the Board, no later than July 1 of each

Contract year, all such outside activities in which he has engaged during the preceding year. Notwithstanding any provisions contained herein, the Superintendent shall not engage in any outside consulting engagements or relationships.

11.2 Should the Superintendent author and/or publish for any compensation, profit or royalty, any research or scholarly work using any data or referencing the activities of the School System during his tenure as Superintendent of Schools, the compensation for said work shall become the sole property of the Board to disburse as appropriate.

## **12. RENEWAL OF EMPLOYMENT CONTRACT**

12.1 Any renewal of this Contract shall be in accordance with the provisions of Maryland statutory law.

## **13. BREACH OF CONTRACT**

13.1 In the event of a breach or threatened breach of any provision of this Contract by either party, either party may be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies may be in addition to all other remedies available at law or in equity. The Board and the Superintendent also have the right to recover actual damages from the other for any actual breach of the Contract.

## **14. MEDICAL EXAMINATION AND VACANCY IN THE OFFICE**

14.1 The Superintendent agrees to submit to an annual medical examination paid for by the Board. If requested by the Board, a statement from a licensed physician of the



Superintendent's choice, certifying to the ability of the Superintendent to perform the essential functions of his position, with or without reasonable accommodations, may be filed with the Board Chair and shall be treated as confidential information by the Board. In the event of a significant illness or other health condition, the Superintendent, upon request by the Board, shall furnish additional written medical records to the Board as may be required to determine the Superintendent's ability to perform the essential functions of his position or as otherwise allowed by law, and such information shall be treated as confidential.

14.2 Should the Board determine that the Superintendent is physically or mentally incapable of carrying out his duties, with or without reasonable accommodations, for a period exceeding 180 days, the Board may, at its option and discretion, terminate this Contract and declare the superintendency to be vacant. Such decision shall be in the sole discretion of the Board, provided that it is not arbitrary or capricious.

## **15. SEVERABILITY & GOVERNING LAW**

15.1 If any cause or provision herein shall be judged invalid or unenforceable by a Court of competent jurisdiction, or by the operation of any applicable law, it shall not affect the validity of any other cause or provision, which shall remain in full force and effect. The Contract shall be governed by the laws of the State of Maryland. The Circuit Court for Baltimore County shall have jurisdiction over any dispute which may arise under this Contract unless federal jurisdiction is exclusive for the remedy sought, and

each of the parties shall submit and hereby consent to such Court's exclusive jurisdiction. In any successful action by either party to enforce this Contract, either party shall be entitled to recover its attorney's fees, and all actual and incidental expenses incurred in such action.

Each of the provisions of this Contract shall be enforceable independently of any other provision of this Contract or independent of any other claim or cause of action.

**16. WAIVER OF BREACH**

16.1 The waiver by either party of a breach of any provision of this Contract by the other shall not operate or be construed as a waiver of any subsequent breach by either party of this Contract.

**17. REVIEW OF AGREEMENT**

17.1 Each year during the term of this Contract, the parties may submit amendments to this Contract that do not relate to salary, benefits or other compensation. There is no obligation on either party to this Contract to accept any amendments.

**18. APPROVAL OF THE STATE SUPERINTENDENT**

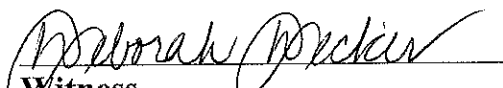
18.1 This Contract shall be null and void unless the appointment of the Superintendent is approved in writing by the State Superintendent of Schools, pursuant to Section 4-201(c)(2) of the Education Article of the *Annotated Code of Maryland*.


**19. SIGNATORY CLAUSE**

19.1 This Agreement and Contract is entered into by the parties in compliance with the laws of the State of Maryland. This Contract is subject to the laws of the State of

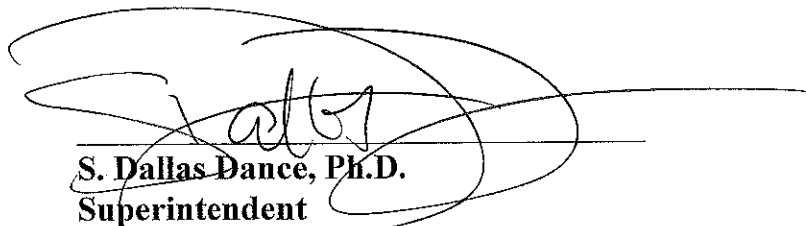
Maryland and shall always be construed in a manner consistent with the laws of the State of Maryland, the requirements of the Maryland State Board of Education and the policies and procedures of the Board.

**IN WITNESS WHEREOF**, the parties have entered into this Contract as of the date set forth above and this action is taken by **S. DALLAS DANCE, Ph.D.**, as Superintendent, and the **BOARD OF EDUCATION OF BALTIMORE COUNTY**.

  
Witness

  
Charles McDaniels, Jr.  
Chair  
Board of Education of  
Baltimore County

  
Witness

  
S. Dallas Dance, Ph.D.  
Superintendent  
Baltimore County Public Schools