

THE SUPERINTENDENT'S
EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 11th day of June 2019, by and between the BOARD OF EDUCATION OF BALTIMORE COUNTY (hereinafter referred to as "the Board") and DARRYL L. WILLIAMS (hereinafter referred to as "the Superintendent").

WHEREAS, the Board desires to provide the Superintendent of Schools for Baltimore County with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and

WHEREAS, both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools in Baltimore County as prescribed by the laws of Maryland in the *Education Article*, Annotated Code of Maryland; and

WHEREAS, the parties agree that the Superintendent's appointment is contingent on the approval of the State Superintendent of Schools ("State Superintendent") and that, therefore, the validity and enforceability of this Contract also is contingent upon approval of the appointment by the State Superintendent;

NOW, THEREFORE, the Board and the Superintendent for the consideration herein specified agree as follows:

1. TERM OF CONTRACT

The Board, in consideration of the promises herein contained, hereby employs Dr. Darryl L. Williams, and he hereby accepts employment, as the Superintendent of Schools for a term of four (4) years commencing July 1, 2019 and ending June 30, 2023.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification

The Superintendent shall hold a valid certificate issued by the State Superintendent, pursuant to Section 4-201 of the *Education Article*, Annotated Code of Maryland, at all times during the term of this Contract and any extensions thereof. The failure to do so disqualifies the Superintendent from holding his position and, therefore, will cause immediate termination of this Contract and any obligations of the Board set forth herein.

B. Duties and Position Description

The Superintendent shall exercise the powers and fulfill the responsibilities of the Superintendent as set forth in the *Education Article, Annotated Code of Maryland*, and serve as the executive officer, secretary, and treasurer of the Board.

The Superintendent shall have charge of the administration of the schools under the rules and regulations of the Board and in accordance with the *Education Article* and other applicable provisions of the Annotated Code of Maryland. He shall direct, transfer, assign, and reassign teachers and other certified employees of the schools. With prior notice to the Board, he shall organize, reorganize, and arrange the structure of his administrative and supervisory staff as best serves the system. He shall nominate for appointment by the Board all professional personnel.

Board members shall refer to the Superintendent for his review and action criticisms, complaints, and suggestions regarding administration of the public schools.

This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

C. Outside Activities

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends, and holidays. Therefore, the Superintendent may not accept any outside employment, including as a consultant, whether with or without pay, unless given prior written approval by the Board which approval shall not be unreasonably withheld. Notwithstanding the requirement for prior approval, the Superintendent may accept speaking engagements or author professional articles provided that the activity is unpaid and without travel, lodging, or other expense reimbursement, and with timely notice to the Board which hereby reserves the right to the reasonable exercise of its authority to withdraw this prior approval.

3. PROFESSIONAL GROWTH AND CIVIC ENGAGEMENT

A. Professional Growth

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide, in programs conducted or sponsored by local, state, and national school administrator and school board associations; seminars and courses offered by educational institutions; and other informational meetings (collectively, “program(s)”) with other persons whose particular skills or backgrounds he believes would serve to improve his capacity to carry out his professional responsibilities. The Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations he would like to join, along with the costs associated with membership. The Board will pay or reimburse the Superintendent for annual professional association dues or membership fees in professional organizations as specifically approved by the Board.

B. Civic Engagement

The Board encourages the Superintendent to develop and maintain good relationships with the greater community, including membership in civic groups, such as the Chamber of Commerce. The Superintendent shall submit to the Board for approval on an annual basis a list of proposed civic organizations he would like to join, along with the costs associated with membership. The Board will pay or reimburse the Superintendent for annual dues or membership fees required by these civic groups as specifically approved by the Board.

4. COMPENSATION

A. Base Salary and Annual Adjustment

The Board shall pay the Superintendent a base salary of Two Hundred Ninety Thousand Dollars (\$290,000) for FY 2019-2020. The annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other 12-month certificated employees. Beginning July 1, 2020, the Superintendent shall receive a salary increase equal to the same percentage increase, if any, given to exempt 12-month employees who are represented by the Council of Administrative and Supervisory Employees (CASE) and who are on the annual salary scale.

B. Optional Salary Adjustment

The Board, in its sole discretion, may adjust the salary of the Superintendent further during the term of his Contract based on performance, budget, and other factors as determined by the Board, but in no event shall his salary be reduced or shall he be paid less than the salary specified in paragraph 4.A. Any adjustment in salary made under this provision (4.B.) shall be in the form of an amendment, executed with the same formality as this Contract, and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Contract or that the termination date of the existing Contract has been extended.

5. LEAVE AND OTHER BENEFITS

A. Leave

- (1) The Board shall provide the Superintendent the same number of days provided to 12-month administrative and supervisory employees subject to the Master Agreement between the Board of Education of Baltimore County and the Council of Administrative and Supervisor Employees (CASE Agreement) for the following: Bereavement Leave, Family Illness Leave, Maternity Leave, Sick Leave, Urgent Personal Business Leave, Special Religious Observance Leave, Court Leave as a juror only, and Vacation Leave. Any required notice, approvals, and other documentation applicable to these leaves shall be provided to and made subject to the Board's documentation requests and Board approval. The Board shall provide the Superintendent with the same benefits regarding accumulation of these leaves and option, where applicable, for payment of unused leave as set forth in the CASE Agreement for 12-month employees.

- (2) The Board will permit the Superintendent to carry over 184 days of accumulated sick leave from Montgomery County to Baltimore County; however, it is understood and agreed that there is no option currently in the CASE Agreement (July 1, 2014 – June 30, 2019) for any payment for accumulated, unused sick leave and the Board's consent is based on this understanding. Any subsequent CASE Agreement in effect during the Superintendent's employment that provides payment for accumulated, unused sick leave shall have no force and effect on this provision, but shall be subject to further negotiation and, if mutually agreed, Contract amendment in accordance with paragraph 17.

B. Insurance

- (1) The Superintendent shall be entitled to select and participate in the family, medical, dental, vision, and prescription drug plan to the same extent and in the same manner as employees covered by the CASE Agreement.
- (2) The Board, reserves the right to adjust the insurance benefits for the Superintendent covered by family, medical, dental, vision, or prescription drug plan during the term of this Contract based on the budget, required carrier changes, and other changes or adjustments made to these plans which are applicable to all members of the group.
- (3) The Superintendent shall be entitled to participate in the CASE Agreement Flexible Spending Accounts on the same terms and conditions as 12-month employees who are subject to the CASE Agreement.
- (4) Disability Insurance – The Board will purchase for the benefit of the Superintendent a disability income insurance policy, with an elimination period of 180 days and with coverage to age 65. The policy will provide a monthly benefit equal to the lesser of sixty percent (60%) of the Superintendent's base salary or the maximum amount of disability coverage that can be obtained by the Board from a commercial disability insurer. The policy shall be owned by the Superintendent and the Board will pay the premiums until the Superintendent's employment terminates, or as otherwise provided by this Contract, at which time the Superintendent may, at his option, assume premium payments if permitted by the policy. The premium payments made by the Board shall be treated as taxable income to the Superintendent.
- (5) Life Insurance – The Board shall obtain, and pay the premiums for, life insurance for the benefit of the Superintendent in the form of an optional Ten (10) Year Renewable Term Life Insurance policy at available rates with a face value an amount equal to three times the Superintendent's base salary. The Board's obligation to pay the premiums shall cease when the Superintendent's employment terminates, or as otherwise provided by this Contract, at which time the Superintendent may, at his option, assume premium payments if permitted by the policy. The Superintendent shall have the right to select the beneficiary or beneficiaries. Premium payments paid by the Board shall be treated as taxable income to the Superintendent.

C. Pension/Retirement

The Superintendent shall participate in the appropriate State and local pension or

retirement system, as may be required or provided by law. The Board will reimburse the Superintendent for his contributions to the State of Maryland's pension or retirement system in an amount not to exceed five percent (5%) of his base salary.

D. Annuity

During the term of this Contract, the Board shall maintain a qualified tax-sheltered annuity plan, in which the Superintendent may participate, and shall make an annual non-elective employer contribution each year on behalf of the Superintendent in the amount of seven percent (7%) of his base salary. This amount is to be paid in two installments no later than December 31 and no later than June 30, beginning on or before December 31, 2019. The Superintendent shall have no right to receive such contributions in cash. The amount contributed by the Board to the qualified tax-sheltered annuity plan shall not be included as earnable compensation under the Teachers Retirement System. For any period of less than one full year of service as Superintendent, the Board shall contribute only a pro-rata share of the contribution to the qualified tax-sheltered annuity plan. The Superintendent shall be responsible for any and all applicable Federal and State taxes on contributions to, or distributions from, the qualified tax-sheltered annuity plan. The Superintendent shall at all times be one hundred percent (100%) vested in the qualified tax-sheltered annuity plan.

6. EXPENSES

A. Car Allowance

In accord and satisfaction of Section 4-203(b) of the *Education Article, Annotated Code of Maryland*, the Board will provide an automobile, the make and model of which shall be subject to Board approval, with Bluetooth and navigation technology for the Superintendent's sole and exclusive use for business and personal use, during the Superintendent's employment, 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, but the Board assumes no liability for operation of the automobile in a reckless or grossly negligent manner by the Superintendent or in any manner not covered by the automobile insurance. The Board agrees to maintain the automobile in a safe, usable, condition and to cover all expenses incident to automobile usage, including insurance. The Board will pay for gasoline for the automobile so long as the Superintendent, who shall be responsible for fueling the automobile, follows school system procedures therefor. The Superintendent is not entitled to any other reimbursement for vehicle related expenses.

B. Business Expenses

Upon written approval of the Board, which approval will not be unreasonably withheld, the Board will reimburse the Superintendent for reasonable business expenses incurred by him in the performance of his duties and responsibilities as the Superintendent, excluding mileage, gas, and vehicle related expenses. For expense reimbursements of any kind, including travel, the Superintendent shall submit documentation to the Board Chair, to be considered and approved by the Board, in advance, itemizing the expense(s) and describing the benefit of same to school system.

Upon notification to and with the prior written approval of the Board, the Superintendent may attend appropriate business and professional conferences at local, state, and national levels. The Superintendent shall submit documentation to the Board Chair, for consideration and approval by the Board, in advance, itemizing the cost of such meetings, including travel for same, and describing the benefit of same to the school system. Approved 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. 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 and the Board shall pay the costs for such attendance.

C. Technology/Communications Equipment

The Board will provide and pay for the technology, and upkeep of the technology, necessary to carry out the duties and obligations of the Superintendent, including a smartphone, a tablet, and a laptop computer. The Superintendent acknowledges that all technology devices provided by the school system and the data that reside upon them belong to Baltimore County Public Schools (BCPS). These devices shall be used solely for business purposes and the Superintendent agrees that, except for unusual circumstances or inadvertence, personal devices will not be used for matters involving the administration of BCPS or in carrying out the duties and responsibilities of the Superintendent. Data contained on BCPS provided devices may be downloaded by authorized BCPS officials or at the Board's direction. Any deliberate attempt by the Superintendent, or someone acting on behalf of or at the direction of the Superintendent, to delete BCPS data with the intent to delay, obstruct, or thwart access to information that is material to issues before the Board or to matters being handled by the Superintendent in the performance of his duties may be deemed a material breach of the Superintendent's duties and of this Contract.

7. KEY PERSON OR TERM LIFE INSURANCE

The Board may obtain, at its sole cost and expense, Key Person or Term Life Insurance in an amount up to One Million Dollars (\$1,000,000.00) to insure the Board in the event that 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 the termination of the Superintendent's employment, ownership of and payment for the policy may be transferred to the Superintendent, if he so desires and if allowed under the terms of the policy.

8. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent, except as to criminal litigation, from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment, without malice or gross negligence, to the extent such liability coverage is within the authority of the Board to provide under State law without waiving any applicable governmental immunity. The Board will provide

insurance to cover the Superintendent under this section and the obligations of this section may be met through the Board's existing liability insurance program. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such any demands, claims, suits, actions, and legal proceedings.

B. If, in the good faith opinion of the Board or its insurer, a conflict exists in the defense to a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel as may be permitted by and under the conditions specified by the Board's insurance carrier or insurance program.

C. Regardless of any other provision herein, the Board shall not pay any costs of legal proceedings in the event the Board and the Superintendent have adverse interests in any litigation or legal proceeding as reasonably determined by the Board.

D. The provisions of this Paragraph 8 shall survive the expiration and/or termination of this Contract.

9. GOALS AND OBJECTIVES

Each year, prior to the beginning of the school year, the Board shall initiate a meeting to establish Board goals and objectives in consultation with the Superintendent. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided.

10. EVALUATION

A. The Board shall provide the Superintendent a copy of its proposed evaluation instrument and solicit his feedback, comments, and suggestions before finalizing the document.

B. The Board shall informally evaluate and assess (verbally) the progress of the agreed upon goals and objectives no later than January 30th each year of this Contract, unless extended by mutual agreement.

C. The Board shall formally evaluate and assess (in writing) the performance of the Superintendent annually no later than July 31st of each year of this Contract, unless extended by mutual agreement. His assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives established pursuant to Section 9 of this Contract. A copy of the written evaluation shall be delivered to the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory or in need of improvement, in any respect, it shall describe, in reasonable detail, how the performance failed to meet expectations. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file.

11. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

A. Mutual Agreement of the Parties

In the event that either party to this Contract wishes to discontinue its contractual relationship with the other, notice of the desire to terminate the Contract prior to the expiration of the term shall be provided to the other party. The other party may, but is not required, to enter into discussions regarding the manner and the conditions under which the Contract would be terminated by mutual agreement.

B. Unilateral Termination

In the event that the Superintendent fails to fulfill the full term of this Contract by resigning prior to the expiration of his term, the Superintendent is to give the Board sixty (60) days' notice and he agrees to and hereby waives his right to continue to earn or receive any benefits or leave not already earned or accrued as of the date notice was given or should have been given to the Board at set forth herein, except that the provisions of paragraph 8 shall survive termination of the Contract.

C. Disability

In the event of disability by illness (physical or mental) or incapacity (physical or mental), the Superintendent shall use available leave until such leave is exhausted. The Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted his available sick leave and such other leave as may be available, and has been absent from his employment or unable to fulfill the essential duties and responsibilities of his position for reasons related to his illness or incapacity for a period of one hundred eighty (180) days, whether consecutive or non-consecutive, unless further extended by Board action. All obligations of the Board shall cease upon such notice of termination, except paragraph 8 which shall survive termination of the Contract, and unless otherwise extended by the Board.

If a question exists concerning the capacity of the Superintendent to return to or carry out his duties, the Board may require the Superintendent to submit to a medical or psychiatric examination, or both, to be performed by a doctor or doctors licensed to practice medicine. The Board and the Superintendent, or his designated representative, shall mutually agree upon the physician or physicians who shall conduct the examination which consent shall not be unreasonably withheld. The examination shall be done at the expense of the Board. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing disability which, at that time, prohibits him from resuming the essential duties and responsibilities of his position.

D. Discharge for Cause

Discharge for cause may be initiated by the Board for immorality; misconduct in office, including violation of the Board's ethics policy; insubordination; incompetency; or willful neglect of duty, including those duties and responsibilities set forth in this Contract. Continued accrual of leave and provision of benefits due to the Superintendent under paragraph 5 of this Contract shall be suspended from the date of the Board vote requesting removal until the State Superintendent renders his or her final decision pursuant to Section 4-201(e) of the *Education*

Article, Annotated Code of Maryland. In the event that the State Superintendent does not find sufficient grounds to remove the Superintendent, then the leave and benefits suspended shall be restored to the Superintendent. The procedure for such removal shall be as provided by Section 4-201(e) of the Educational Article. In the event the Superintendent chooses to have legal counsel represent him in any removal proceedings, he shall bear his own legal costs. The Board agrees that it will not forward a recommendation to the State Superintendent under this section if the Superintendent elects or the parties agree to terminate employment pursuant to Section 10.A. or 10. B. of this Contract.

In the event that the Superintendent is removed from office by the State Superintendent of Schools in accordance with Section 4-201(e) of the *Education Article* of the Annotated Code Maryland, this Contract terminates on the date of the State Superintendent's decision.

E. Death of the Superintendent

Except as may be set forth herein, all obligations of the Board for salary or benefits not already accrued pursuant to this Contract shall cease upon the death of the Superintendent.

F. Termination Benefits

Except for paragraph 8 or as may be set forth elsewhere herein, the Board has no responsibility to provide and the Superintendent has no entitlement to receive any benefits or compensation not accrued on the date the Superintendent ceases employment and such benefits and compensation shall be pro-rated as appropriate.

12. RESIDENCY AND MOVE TO BALTIMORE COUNTY

The Board requires that the Superintendent live in Baltimore County, Maryland, and that he relocate to Baltimore County within one year of beginning his employment as Superintendent of Schools, unless extended by the Board, in writing, for good cause shown, and that he maintain continuous residency in Baltimore County, Maryland, while serving as the Superintendent of Schools.

The Board agrees to facilitate the move by paying a moving company in accordance with the following procedure:

The Superintendent shall provide the Board with estimates from two moving companies for the moving cost of relocating his household to Baltimore County and the Board agrees to reimburse the Superintendent for the amount of the lower estimate, unless the actual cost is less in which case the Board shall reimburse that lower amount to the Superintendent. The Board reserves the option to seek its own estimate of moving costs and, if less than the two estimates submitted by the Superintendent, it shall provide the Superintendent with an amount equal to the estimate the Board obtained.

13. SAVINGS CLAUSE

If during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall remain in force.

14. WAIVER OF BREACH

The waiver of 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

15. REPRESENTATIONS REGARDING TAXES

Notwithstanding any other representation or provision of this Contract, the Superintendent understands and agrees that the Board makes no representations as to the tax consequences of any compensation or benefits provided 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 herein.

16. NO OTHER REPRESENTATIONS

By signing this Contract, the Board and the Superintendent represent that they have read and fully understand this Contract and acknowledge that they have not relied upon any written or oral representation not expressly contained in this Contract.

17. AMENDMENT OF EMPLOYMENT CONTRACT

This Contract may be amended from time to time by mutual agreement of the parties and any such amendment shall be approved and executed with the same formality used to approve and execute this Contract and any such approved and executed amendment shall be affixed hereto.

18. APPLICABLE LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the law 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 consents to such Court's exclusive jurisdiction.

19. APPROVAL OF THE STATE SUPERINTENDENT

This Contract shall be null and void unless the appointment of the Superintendent is approved in writing by the State Superintendent of Schools.

IN WITNESS WHEREOF, the Board has caused this Employment Contract, effective on the day and year specified in paragraph 1 above, to be executed on its behalf by a duly authorized officer of the Board and the Superintendent has indicated his approval of this Contract by signing below.

Date: 6/11/19

[Signature]
Witness

[Signature]
Witness

BOARD OF EDUCATION
OF BALTIMORE COUNTY

BY: [Signature]
Kathleen Causey, Chair

THE SUPERINTENDENT OF SCHOOLS

[Signature]
Darryl L. Williams, Ed.D.