

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 14th day of May 2018, by and between the **BOARD OF EDUCATION OF CECIL COUNTY** (hereinafter referred to as "the Board") and **JEFFREY A. LAWSON** (hereinafter referred to as "Superintendent").

WHEREAS, the Board desires to provide the County Superintendent of Schools for Cecil 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 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 County Superintendent in and for the public schools in Cecil County as prescribed by the laws of Maryland in the Education Article, Annotated Code of Maryland, § 4-204 and § 4-205; and

WHEREAS, the parties agree that this appointment is subject to the approval of the State Superintendent of Schools,

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

1. TERM OF CONTRACT

The Board, in consideration of the promises herein contained, hereby employs Jeffrey A. Lawson, and Superintendent hereby accepts employment, as Superintendent of Schools for a term of four (4) years commencing July 1, 2018 and ending June 30, 2022.

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.

B. Duties and Position Description

Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the executive officer, secretary, and treasurer of the Board. He shall direct, assign, transfer, and recommend for promotion all principals, teachers, professional assistants of the Office of the Superintendent, and other certificated personnel, and, with Board approval organize, reorganize, and arrange the administrative and supervisory staff as best serves the system. He shall select all professional personnel subject to approval of the Board, shall appoint clerical and other nonprofessional personnel; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school system; and see to the proper administration of the school system. He shall interpret school law and State Board bylaws, subject to the interpretation of the State Board of Education, and have the power to decide all controversies and disputes involving rules and regulations of the local Board and the proper administration of the public school system. He shall approve contracts made by the Board to assure compliance with applicable laws; conduct correspondence of the Board, receive reports from principals and teachers, and see that reports required of the Board by the State Board or the State Superintendent are filed timely. He shall see that the annual report to the people of the County is prepared and submitted; see to the professional improvement of teachers; visit schools and advise principals. He shall periodically evaluate the program of instruction in the public schools of the County and report his findings to the Board, prepare and recommend for adoption all curriculum guides, courses of study, and other teaching aids as well as prepare lists of necessary textbooks, materials, and equipment needed by the schools and recommend the purchase and distribution of these items by the Board. He shall take the initiative in preparing and presenting the annual budget to the Board and seek in every way to secure adequate funds from local authorities for the support and development of the public schools. He shall recommend to the Board all requirements for buildings and land; recommend to the Board that any school building no longer needed for school purposes be declared surplus in accordance with provisions of law; recommend to the Board any repairs or purchase of school sites or buildings; confer with the State Highway Commission on the location of flashing caution signs at or near school sites. He may administer oaths to witnesses in all appeals or cases that come before the Board; and, unless his tenure or salary or the administration of his office is under consideration, the Superintendent or his designee may attend all meetings of the Board and its committees, serve as an ex-officio member of Board committees, and provide

administrative recommendations on each item of business considered by each of these groups. Superintendent shall receive from the Board, individually and collectively, all criticisms, complaints and suggestions called to its attention, and Superintendent will study these, report back to the Board if requested to do so, and make recommendations he deems appropriate.

C. Outside Activities

Superintendent shall devote his full time, attention, skill, and energy to his employment by the Board during the term of this Contract. However, he may, with advance approval of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of 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 with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to carry out his professional responsibilities, subject to approval of the Board, which approval shall not be withheld arbitrarily.

4. COMPENSATION

Salary. The Board shall pay the Superintendent a base salary of one hundred ninety-four thousand dollars (\$194,000) for FY 2018-2019. In subsequent years, Superintendent shall receive a cost of living increase equal to that given to other 12-month professional employees, if any. In addition, Superintendent will receive a salary increase of one percent (1%) based upon satisfactory performance as measured by his annual evaluation. The annual salary shall be paid to Superintendent in accordance with the schedule of salary payments in effect for other certificated employees.

The Board, in its sole discretion, may adjust the salary of Superintendent further during the term of this Contract based on performance, budget, and other factors as determined by the Board, but in no event shall he be paid less than the salary specified in this Contract. Any additional adjustment in salary made under this provision 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. Superintendent shall be entitled to the benefits applicable to twelve (12)-month administrative employees, including, but not limited to, leaves, any forms of insurance protection, retirement program, and other administrative employee benefits, except sick leave bank, unless otherwise addressed in this Contract. If addressed in this Contract, contractual provisions supersede those applicable to twelve (12) month administrative employees.

B. Professional Memberships

The Board shall pay one hundred (100%) percent of Superintendent's membership charges to the American Association of School Administrators and other specified professional groups, membership in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by State law and as approved by the Board in the annual budget.

C. **Health Care.** The Board will pay the full premium of the two-party benefits for the group health and hospitalization plan elected by the Superintendent. When the Superintendent terminates employment through either service retirement or disability retirement, Superintendent and his spouse may continue to be members of the Board's group health and hospitalization plan with the full premium paid by the Board for the plan elected by the Superintendent or, when appropriate, that plan's Medicare adjusted plan. Should the Superintendent's spouse survive him, his spouse may continue to be a member of the Board's group health and hospital plan with full premium paid by the Board for the plan elected, or that plan's Medicare adjusted plan. If the Superintendent's spouse is unable to continue to provide health and hospitalization insurance for the Superintendent's child(ren) and the children qualify for coverage under the Board's group health and hospitalization plan, Superintendent may elect a health and hospitalization plan that covers the child(ren), and in such event, he shall be responsible only for the difference in cost resulting from coverage for the child(ren)

D. **Term Life Insurance.** The Board will make available to the Superintendent a plan of term life insurance, including accidental death and dismemberment benefits for two and one-half (2.5) times the Superintendent's base salary specified in Paragraph 4. above.

E. **Retirement.** The Board shall pay seven percent (7%) of the retirement costs of the Superintendent to the Maryland State Retirement System. This rate will be seven percent (7%) of his base salary.

F. **Non-Elective Contribution to Tax Sheltered Annuity.**

The Board shall pay a non-elective contribution of twelve percent (12%) of the Superintendent's base salary to a tax sheltered annuity plan elected by the Superintendent, provided the plan is sponsored by a company eligible to provide tax sheltered annuity products to Cecil County Public Schools employees.

G. **Accrued and Carried Over Leave.**

The Board will allow the Superintendent to carry over to his current accrued and unused annual leave and accrued and unused sick leave. The Superintendent will be advanced 24 annual leave days, 2 days earned per month, on July 1st of each Contract year. Should he fail to complete any year of the Contract, the annual leave shall be pro-rated and Superintendent will reimburse the school system for any leave used, but not accrued. Superintendent shall have the option to be paid, at his then applicable per diem rate, for one-half, or a maximum of twelve (12) days, of earned, but unused, annual leave at the end of each contract year. Upon termination of Superintendent's employment, the Board will pay Superintendent, at his then applicable per diem rate, for up to fifty (50) days of accumulated, but unused, annual leave.

H. **Incentive for Contract Completion.**

As an incentive to encourage completion of the four-year term, unless he is unable to do so due to death or disability, the Board shall pay Superintendent, at his then applicable per diem rate, for up to fifty (50) days of accrued, but unused, sick leave.

6. EXPENSES

A. The Board shall pay Superintendent additional compensation of nine thousand dollars (\$9,000) per year as a vehicle allowance. This amount will be paid in equal installments in accordance with the payroll schedule in effect for other certificated employees. Appropriate deductions will be made as this amount will be incorporated with the salary payment. Each year the Board will establish guidelines for travel expenses. All travel expenses will be in keeping with those allotted to all other staff employees unless special exemptions are allowed by the Board.

B. In addition, Superintendent is entitled to the same expense privileges available to 12-month employees and he may be granted additional expense privileges at the option of and in the sole discretion of the Board.

7. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify Superintendent, except as to criminal litigation, from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment without malice and without 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. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings. The Board will provide insurance to cover Superintendent under this section.

B. If, in the good faith opinion of Board, a conflict exists in the defense to such claim between the legal position of 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.

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

D. The Board agrees to reimburse Superintendent for reasonable counsel fees incurred by him in connection with (1) a criminal investigation, if the investigation has concluded and criminal charges have not been filed, or (2) in defending against any criminal charges, if final disposition of all charges does not result in a plea of nolo contendere, a guilty plea, or a finding of guilt provided that the act complained of arose out of the scope of his employment and he acted in good faith without malice or without gross negligence.

8. GOALS AND OBJECTIVES

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

9. EVALUATION

A. 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.

B. The Board shall formally evaluate and assess (in writing) the performance of Superintendent annually no later than June 30th of each year of this Contract. This assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the County. 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, in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual Agreement of the Parties

B. Retirement of Superintendent

After having served one full year under this contract (i.e. after June 30, 2019), Superintendent may elect to take service retirement effective June 30th of any year remaining under this Contract, provided he so notifies the Board in writing of his intention to retire on or before February 1st of that year.

C. Disability of Superintendent

In the event of disability by illness (physical or mental) or incapacity (physical or mental), after Superintendent's leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of her duties. The Board may terminate his Contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick or such other leave as may be available, and has been absent from his employment for whatever cause for an additional period of thirty (30) work days, whether consecutive or non-consecutive, unless further extended by Board action. All obligations of the Board shall cease upon such termination, except that if the Superintendent qualifies for disability retirement, the Board will pay the full premium for the group health and hospitalization plan elected by the Superintendent or available as a medicare supplement.

If a question exists concerning the capacity of Superintendent to return to his duties, the Board may require 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 Superintendent, or his designated representative, shall mutually agree upon the physician or physicians who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his or her report to the issue of whether Superintendent has a continuing disability which prohibits him from performing all of his duties.

D. Discharge for Cause

Discharge for cause shall constitute conduct, which is seriously prejudicial to the Board, including but not limited to breach of contract, immorality, misconduct in office, insubordination, incompetency, willful neglect of duty, or a willful violation of the Board's ethics policy. All obligations provided under this Contract that are in addition to benefits provided in the July 1, 2016 to June 30, 2019 negotiated agreement between the Board and the Cecil County Public Schools Administrators and Supervisors Association shall be forfeited.

E. Unilateral Termination by Board of Education

The Board may, at its option, and by a minimum of ninety (90) days' notice to Superintendent, unilaterally terminate this Contract. In the event of such termination, the Board shall pay to Superintendent, as severance pay, all of the aggregate salary, leave benefits, and other retirement benefits he would have earned under this Employment Contract from the actual date of termination to the termination date set forth in this Contract, unless otherwise negotiated by the parties.

F. Death of Superintendent

Other than the Board's obligation under Section 5.C. and Section 7, which shall continue, all obligations of the Board shall cease upon such termination.

G. Non-Renewal of Contract at Expiration of Term

Other than the Board's obligation under Section 5.C. and Section 7, which shall continue, all obligations of the Board shall cease upon such termination.

11. RESIDENCY

The Board requires that Superintendent establish residency in Cecil County, MD, no later than the end of his second Contract year and maintain such residency for the duration of the Contract and any extensions thereof.

12. OTHER PROVISIONS

Notwithstanding any language in this Contract, neither the Board nor this Contract may cause Superintendent to violate any local, state, or federal laws or bylaws of the State or local Board of Education.

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 not be affected, but shall remain in force.

14. NO OTHER REPRESENTATIONS


By signing this Contract, the Board and 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.

15. APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the State of Maryland.

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 and Superintendent has indicated his approval of this Employment Contract by signing below.

BOARD OF EDUCATION OF CECIL COUNTY



Witness

BY: 

Dawn K. Branch, President




Witness

BY: 

James Fazzino, Vice President




Witness

BY: 

Wendy A. Wintersgill, Member



Witness

BY: 

William C. Manlove, Member

Edu
Witness

BY: William H. Malesh
William H. Malesh, Member

Edu
Witness

SUPERINTENDENT
Jeffrey A. Lawson
Jeffrey A. Lawson