

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF CALVERT COUNTY
AND
DR. DANIEL CURRY, SUPERINTENDENT OF SCHOOLS**

This AGREEMENT is made this 8th day of February, 2018, by and between the BOARD OF EDUCATION OF CALVERT COUNTY, MARYLAND, a body politic and corporate, (hereinafter, called the BOARD) and Dr. Daniel Curry (hereinafter, called the SUPERINTENDENT).

WHEREAS, the Board, at a meeting duly called with all members in attendance, did, on the 8th day of February, 2018, reappoint and employ the said Superintendent of Schools pursuant to Section 4-201 of the Education Article, Annotated Code of Maryland, for a term of four (4) years beginning on July 1, 2018; and

WHEREAS, the Board desires to provide the Superintendent 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 for 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 the Superintendent shall perform the duties of his position in and for the public schools in Calvert County, including those duties as prescribed by the laws of Maryland in the Education Article, Annotated Code of Maryland, Sections 4-201, 4-204 and 4-205, *et seq.*, and the policies of the Board of Education of Calvert County as may be amended from time to time.

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

SECTION A: PROFESSIONAL RESPONSIBILITIES

1. The Superintendent shall hold and maintain a valid certificate to act as Superintendent of Schools in the State of Maryland issued by the Maryland State Superintendent of Schools as required by Maryland Law and shall furnish evidence of such certificate to the Board. Failure to maintain such certification may be grounds for seeking the termination of the Superintendent's employment and the termination of all of the Board's obligations to the Superintendent as of the date of loss of certification.
2. The Superintendent shall devote his full time best professional efforts in carrying out the duties and responsibilities of the position of Superintendent. The Superintendent may, with approval of the Board, undertake speaking engagements, writing, lecturing, or other professional duties and obligations.
3. The Superintendent shall act as Executive Officer, Secretary and Treasurer of the Board.

4. The Superintendent or his designee shall be entitled to attend all meetings of the Board or its committees, consistent with the laws of Maryland, including any meetings that are closed in accordance with the provisions of the Maryland Open Meetings Act, except when the Superintendent's tenure, salary, or performance evaluation is under consideration. During such meetings, the Superintendent may advise the Board on any question under consideration but may not vote.
5. All employees of the school system are responsible to and are under the authority of the Superintendent. In addition, upon consultation with the Board, the Superintendent shall have the right to organize, reorganize and arrange both the professional and support staff in order to effectively and efficiently conduct the instructional, operations and business affairs of the school system.
6. The Superintendent agrees to attend appropriate professional and educational meetings at the local, state and national level, time permitting, with the expense of same to be paid for by the Board. The Board shall pay the cost of professional memberships in the Public School Superintendents Association of Maryland (PSSAM) and the American Association of School Administrators (AASA). Attendance by the Superintendent at national conventions and other professional activities is expected as part of his professional growth and duties; therefore, the Board shall pay registration fees and reasonable lodging, meals, travel expenses and related miscellaneous costs for conventions, seminars, institutes and meetings. As part of any formal professional development program in which the Superintendent takes graduate courses for credit, the Board agrees to pay the full costs of tuition and fees.
7. The Superintendent is expected to represent the school system at a wide variety of professional and community activities. The Board shall reimburse the Superintendent for all reasonable expenses including registration fees, entrance fees, travel, lodging, meals, and other related costs for attending activities as described herein, in accordance with the prevailing school system travel rules and limits.
8. The Superintendent is expected to abide by all school system policies, ethics requirements, operational rules and procedures, that apply to all school system employees and to seek clarification from the Board when necessary.
9. The Board and its individual members agree to promptly refer all appropriate criticisms, complaints and suggestions concerning the school system to the Superintendent and the Superintendent will study these and make recommendations to the Board.
10. The Board shall establish written criteria by which the Superintendent is evaluated. An annual evaluation conference, which shall be in strict confidence, shall be conducted by the Board with the Superintendent. The Superintendent shall receive a written evaluation of his performance. The Board will provide the Superintendent an opportunity to discuss the results of its evaluation in Closed Session.
11. The Board agrees to save the Superintendent harmless for any and all expenses, including legal expenses, and the costs of any settlement or judgment for any and all demands, claims, suits, actions, lawsuits, and legal proceedings (hereinafter collectively called "claims") brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such claims arose while the Superintendent was acting within the scope and course of his employment, and the actions of the Superintendent were not maliciously undertaken and such expenses or costs as are not covered by any form of insurance for which the Board has paid the premium. Such expenses and costs are to be paid whether incurred during or after his term as Superintendent if the cause of action arose out of his performance of the official duties as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such claims. The Board shall not, however, be required to

provide for, or pay, any costs of any claims in the event the Board and Superintendent are adverse parties.

12. The Superintendent is subject to removal only by the State Superintendent as set forth in Section 4-201(e) of the Education Article, Annotated Code of Maryland.

SECTION B: BENEFITS AND COMPENSATION

1. The base annual salary effective July 1, 2018, is TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000) during the term of this Agreement.
2. The Superintendent shall be entitled to participate in the same health insurance plans outlined in the prevailing school system negotiated agreement for the Board's other administrative and supervisory employees, and the Board agrees to pay the full costs of such health insurance coverage for the Superintendent and the Superintendent's family during the term of this Agreement.
3. The Board agrees to provide the Superintendent with a school system vehicle in accordance with Maryland law, current school system vehicle use guidelines, and IRS personal use requirements. Indemnity and collision insurance shall be covered by the Board's insurance carrier. The parties agree to consider amending this provision in February, 2021, to implement a car allowance in lieu of the Board providing a school system vehicle.
4. The Superintendent shall accrue annual leave at the rate of twenty-five (25) days per year. At the Superintendent's sole discretion, earned, but unused annual leave may be redeemed for cash by the Superintendent, at any time, at the most recent per diem rate for such leave based upon the Superintendent's current base salary. Alternatively, he may redeem such earned, but unused annual leave, by contributing the value, as described above, to a section 403b retirement plan established by the School System. Any accumulated annual leave balances in excess of 50 days shall be redeemed at the end of every fiscal year, for cash or as a contribution to the 403b plan, as directed by the Superintendent.
5. The Superintendent shall accrue sick leave at the rates and values outlined in the prevailing School System Negotiated Agreement for the Board's other administrative and supervisory employees (CASA Agreement). The Superintendent shall also be entitled to one (1) additional day per month of sick leave in addition to the sick leave provided in the CASA Agreement.
6. The Superintendent shall be permitted to telecommute for up to five (5) days per year.
7. The Board agrees to provide term life insurance, with double indemnity for accidental death, for the Superintendent in an amount equal to one hundred fifty percent (150%) of base compensation (salary) during the term of this Agreement.
8. The Board agrees to reimburse the Superintendent up to SIXTEEN THOUSAND DOLLARS (\$16,000.00) per year for contributions made by the Superintendent to his state retirement plan and/or Tax Sheltered Annuity (TSA). In addition, the Board shall pay FIFTEEN THOUSAND DOLLARS (\$15,000.00) per year to a retirement account designated by the Superintendent.

SECTION C: TERMINATION OF EMPLOYMENT

1. The Superintendent may terminate this Agreement upon at least one hundred twenty (120) days written notice to the Board of the effective date of such termination. In the event the Superintendent terminates this Agreement, the Superintendent hereby waives any rights to benefits not already received.
2. This Agreement shall be terminated in the event that the Superintendent is removed from office by the Maryland State Superintendent of Schools in accordance with Section 4-201(e) of the Education Article of the Annotated Code of Maryland. In the event the Superintendent chooses to have legal counsel represent him in any removal proceedings, he shall bear any costs therein involved. In the event the Superintendent is terminated for cause, he shall not be entitled to any of the rights and benefits contained in this Agreement.
3. A. In the event the Board believes that it has grounds to ask the Maryland State Superintendent of Schools to remove the Superintendent for cause in accordance with Section 4-201(e) of the Education Article of the Annotated Code of Maryland, it may, in the alternative, propose to terminate this Agreement upon ninety (90) days written notice to the Superintendent. If the Superintendent concurs in writing to the termination of this Agreement, the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary and benefits he would have earned under this Agreement from the actual date of termination to the expiration date of the Superintendent's term of office as set forth in this Agreement.

B. In the event that the Superintendent concurs in writing with the Board's proposal to terminate this Agreement, the Board will refrain from seeking the Superintendent's removal by the Maryland State Superintendent of Schools in accordance with Section 4-201(e)(1) of the Education Article of the Annotated Code of Maryland, and the Superintendent waives any and all rights to a hearing that he may have pursuant to Section 4-201(e)(2), (3) of the Education Article of the Annotated Code of Maryland. In consideration of this provision the Superintendent agrees to execute a comprehensive Release of Claims, and agrees further not to take any legal action against the Board with the object of seeking either renewal of this contract or compensation not already provided herein.
4. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other causes beyond his control, and if said disability is permanent, irreversible, or of such nature as, in the discretionary determination of the Board, will make the performance of his duties impossible, the Board may, at its option, terminate this Agreement. The decision to terminate for these reasons shall be made only after an examination by and after advice from a licensed physician whose selection shall be mutually agreed upon by the Board and Superintendent or his agent. The Board shall bear the cost of the medical examination and shall be provided with the results of the examination. Should the parties be unable to agree to a physician, the Board shall select the physician. In the event of termination by reason of disability, the Board shall provide as severance pay to the Superintendent the amount of one full year's salary, to be paid in such manner as directed by the Superintendent, which severance pay shall be in addition to the usual and customary retirement benefits that may be applicable. The Superintendent shall continue to have the right to participate, at Board expense, in whatever life and health insurance benefits he had been provided prior to his disability for one year following the termination.

SECTION D: OTHER

The parties understand that this Agreement is not to be construed as superseding any provision of the Education Article of the Annotated Code of Maryland or any regulation promulgated by the Maryland State Board of Education and published in COMAR Title 13A, but applies to the duties of the Board, as well as the Superintendent's responsibilities as Chief Executive Officer of the Board.

If, during the term of this Agreement, it is determined that any portion of this Agreement violates federal law, Maryland law, or any regulation of the Maryland State Board of Education, then all portions of this Agreement not affected by such ruling shall remain in full force and effect.

It is expected that the Board and the Superintendent shall satisfy all terms of this Agreement. Any modifications or exceptions to this Agreement shall be by mutual written consent of the Board and the Superintendent.

This Agreement was drafted jointly, and any ambiguities that may be found herein are not to be construed against either party.

The Agreement is contingent upon the written approval of the Maryland State Superintendent of Schools pursuant to Section 4-201(c) (2) of the Education Article, Annotated Code of Maryland.

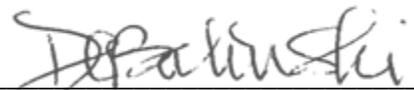
WITNESS the hands and seals of the parties hereto the day and year first above written.

BOARD OF EDUCATION OF CALVERT COUNTY, MARYLAND



Tracy H. McGuire, President of the Board

Date February 8, 2018



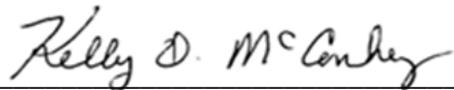
Dawn C. Balinski, Vice-President of the Board

Date February 8, 2018



Pamela L. Cousins

Date February 8, 2018



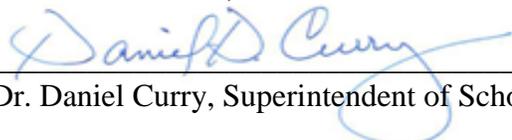
Kelly D. McConkey

Date February 8, 2018



William J. Phalen, Sr.

Date February 8, 2018



Dr. Daniel Curry, Superintendent of Schools

Date February 8, 2018

Signed and witnessed on this date, Thursday, February 8, 2018:

WITNESS:

Witnessed by Board of Education Assistant Karen Maxey on February 8, 2018