

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF ST. MARY'S COUNTY  
AND  
J. SCOTT SMITH, SUPERINTENDENT OF SCHOOLS**

This AGREEMENT is made this 26th day of **June**, 2019, by and between the BOARD OF EDUCATION OF ST. MARY'S COUNTY MARYLAND, a body politic and corporate, (hereinafter, called the BOARD) and J. Scott Smith (hereinafter, called the SUPERINTENDENT).

**WHEREAS**, the Board, at a meeting duly called with all members in attendance, did, on the 27<sup>th</sup> day of February, 2019, appoint 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, 2019; 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 St. Mary's 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 St. Mary's 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 hold and 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 best professional efforts and full time in carrying out the duties and responsibilities of the position of Superintendent. The Superintendent may, with the prior written approval of the Board, undertake speaking engagements, writing, lecturing, consulting, teaching, or other professional duties and obligations that do not interfere with his duties as Superintendent.
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 or the St. Mary's 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 and with the Board's prior approval, 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. With the prior approval of the Board which shall not be unreasonably withheld, 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, with the prior approval of the Board which shall not be unreasonably withheld, 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, with the prior approval of the Board which shall not be unreasonably withheld, 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. For expense reimbursements of any kind, the Superintendent will file

itemized expense statements, including required documentation, with the Department of Fiscal Services. Upon approval of the Board Chairman and Vice Chairman, which approval will not be unreasonably withheld, the Board shall reimburse the Superintendent for reasonable expenses he incurs on behalf of the Board and the school system.

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 written by the Board and held in strict confidence shall be presented by the Board Chairman and Vice Chairman (or their Board designee) to 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. The Board shall maintain possession of the original annual evaluation.
11. The Board agrees to indemnify, defend, and 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 or grossly negligent, and such expenses or costs as are not covered by any form of insurance for which the Board has paid the premium. This indemnification shall not apply to criminal litigation brought against the Superintendent. 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 and as otherwise qualified in this paragraph, and it is specifically agreed that the provisions of this paragraph shall survive the term of this Agreement. The Board's obligation is capped in that it will only pay the Superintendent's legal expenses at the billing rate utilized when the Board is defended by an attorney on the MABE/LSA panel. 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 legal expenses or 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**

13. The base annual salary effective July 1, 2019, is TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00). Beginning July 1, 2020, and for the duration of

this Agreement, the Superintendent will receive the same annual salary increase that is applicable to Twelve (12) month administrative employees as outlined in the prevailing school system negotiated agreement for the Board's other administrative and supervisory employees. The salary will not decrease during the term of office.

14. 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.
15. In accordance with Section 4-203(b) of the Education Article, Annotated Code of Maryland, the Superintendent shall be provided the transportation necessary for the effective and efficient performance of his official duties. To that end, the Superintendent shall be provided a vehicle and insurance allowance each year in the amount of \$12,000.00. If the Superintendent wishes to use a Board owned vehicle for school system purposes, he shall obtain the prior approval of the Board Chairman and Vice Chairman.
16. The Superintendent shall be entitled to all benefits applicable to Twelve (12) month administrative employees as outlined in the prevailing school system negotiated agreement for the Board's other administrative and supervisory employees, including, but not limited to, annual, sick, personal, and bereavement leave, any other forms of insurance protection, retirement programs, and other administrative employee benefits. Where the terms of benefits provided to Twelve (12) month employees of the St. Mary's County Public School System may be pro-rated or staggered based on years of service or other factors, the Superintendent shall receive benefits commensurate with the highest level of board benefit or contributions available to employees.
17. If the Superintendent's termination from his position is by retirement from the St. Mary's County Public Schools and the Maryland Retirement System, he may continue to be a member of the Board's life insurance plans, group health insurance plans and hospitalization plans under the same conditions and to the same extent as said plans are available to other retired employees of the Board at the time of his retirement, and the Board shall contribute to the cost of the insurance at the highest contribution level provided to employees.

#### **SECTION C: TERMINATION OF EMPLOYMENT**

18. The Superintendent may terminate this Agreement upon at least ninety (90) days written notice to the Board prior to the effective date of such termination. In the event the Superintendent terminates this Agreement, the Superintendent hereby waives any rights to compensation and other benefits not already received. In the event that the Superintendent fails to give the required notice, the Superintendent agrees to pay the Board five hundred dollars (\$500.00) for each day that is less than 90 days as liquidated damages.
19. This Agreement may 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, 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.

20. 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, Annotated Code of Maryland, it may, in the alternative, propose to terminate this Agreement upon ten (10) 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, a sum equal to three (3) months of his annual salary.

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, 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, 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 the maintenance or renewal of this contract or compensation not already provided herein.

21. 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 lesser of the amount of one full year's salary or the amount of salary remaining under this Agreement, 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, less any amount that the Superintendent would otherwise have paid himself, in whatever life and health insurance benefits he had been provided prior to his disability for one year following the termination.

#### **SECTION D: OTHER**

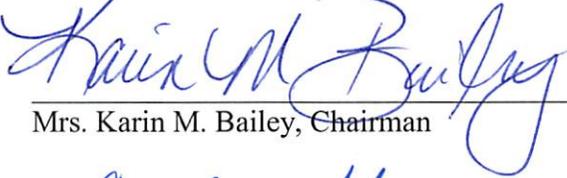
22. The parties understand that this Agreement is not to be construed as superseding any provision of the Education Article, Annotated Code of Maryland or any regulation promulgated by the Maryland State Board of Education and published in COMAR Title 13A, but applies to the duties of the Board, as well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

23. This Agreement constitutes the final agreement between the parties hereto and supersedes all prior communications, discussions, and understandings unless specifically incorporated herein. If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of this Agreement, not affected by such ruling, shall remain in force.
24. The parties reserve the right to amend any provision of this Agreement, provided any such amendment is reduced to writing, approved in public session, and executed with the same formality as this Agreement.
25. 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.
26. Any notice required by this Agreement shall be in writing and shall be provided to either party by personal delivery or certified mail. Any mailed notice to the Superintendent shall be sent to his residence and any mailed notice to the Board shall be sent to the Central Office of the Board.
27. The Board will retain possession of the original signed version of this Agreement.
28. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.
29. This Agreement was drafted jointly, and any ambiguities that may be found herein are not to be construed against either party.
30. This 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.

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

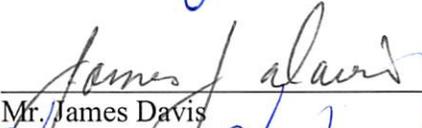
BOARD OF EDUCATION OF ST. MARY'S COUNTY

  
Mrs. Karin M. Bailey, Chairman

Witness: 

  
Mrs. Cathy Allen, Vice-Chairman

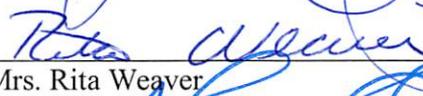
Witness: 

  
Mr. James Davis

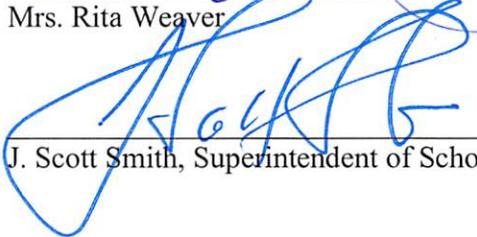
Witness: 

  
Mrs. Mary M. Washington

Witness: 

  
Mrs. Rita Weaver

Witness: 

  
J. Scott Smith, Superintendent of Schools

Witness: 