

**AGREEMENT BETWEEN THE BOARD
OF EDUCATION OF CHARLES COUNTY AND
KIMBERLY HILL, SUPERINTENDENT OF SCHOOLS**

This AGREEMENT is made this 4th day of April, 2017, by and between the Board of Education of Charles County, Maryland, a body politic and corporate, hereinafter called the Board and Kimberly Hill, hereinafter called the Superintendent.

WHEREAS, the Board, at a meeting duly called with all members in attendance/did, on the 4th day of April, 2017, 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, 2017, and to hold said office until her successor is appointed and qualified.

The Board and Superintendent have agreed to the following:

SECTION A: PROFESSIONAL RESPONSIBILITIES

1. The Superintendent shall furnish an appropriate certificate of qualification for the office of Superintendent issued by the State Superintendent of Schools as required by State Law. The Superintendent will maintain a valid certificate to act as Superintendent of Schools in the State of Maryland. Failure to maintain such certification shall terminate the Superintendent's employment and all of the Board's obligations to the Superintendent as of the date of loss of certification.
2. The Superintendent will devote her best professional efforts and full time 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 her designee shall be entitled to attend all meetings of the Board or its committees, consistent with the laws of Maryland, including Closed Sessions, except when her tenure, salary, or performance evaluation is under consideration, and 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 her professional growth and duties; therefore, the Board shall pay registration fees, 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 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.

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 her 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 her individual capacity, or in her 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 her 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 her term as Superintendent if the cause of action arose out of her 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 salary effective July 1, 2017, is \$200,000. The Superintendent's salary is subject to review on an annual basis. Such review is to take place on or about July 1 of each year of this Agreement. The salary will not decrease during the term of office.

2. The Board agrees to provide paid family health insurance coverage to the Superintendent during the term of this Agreement and to provide family health insurance coverage to the Superintendent and eligible family members upon the termination of her employment at the same rate as is paid by other retired Charles County Public School administrators. The premiums for the health insurance coverage provided to the Superintendent upon her termination shall be paid for by the Superintendent.

3. The Board agrees to provide the Superintendent with a school system automobile in accordance with current school system vehicle use guidelines and IRS personal use requirements. Indemnity and collision insurance shall be covered by the Board's insurance carrier.

4. Annual leave shall accrue at the rate of three (3) days per month. At the Superintendent's sole discretion, annual leave (earned but unused) may be redeemed by the Superintendent at the most recent per diem rate for such leave based upon the Superintendent's current base salary. Accumulated annual leave balances in excess of 50 days will be redeemed at the end of every fiscal year.

5. Sick leave shall accrue at the rates and values outlined in the prevailing school system negotiated agreement for teachers.

6. The Board agrees to provide term life insurance coverage for the Superintendent in an amount equal to base compensation (salary) during the term of this Agreement.

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 may be terminated 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 of Maryland. In the event the Superintendent chooses to have legal counsel represent her in any removal proceedings, she shall bear any costs therein involved. In the event the Superintendent is terminated for cause, she 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 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 she 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 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 she 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 her duties by reason of illness, accident, or other causes beyond her 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 her 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 her 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 compensate the Superintendent in the amount of one 12 month's salary, to be paid in such manner as directed by her, which compensation shall be in addition to the usual and customary retirement benefits that may be applicable. The Superintendent and her family shall continue to have the right to participate, at Board expense, in whatever life

and health insurance benefits she had been provided prior to her disability for the 12 month period.

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 the Maryland State Department of Education Bylaws, also known as COMAR, but applies to the duties of the Board, as well as the Superintendent's responsibilities as 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 Bylaws 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 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. The signatures of the Chairman and Vice-Chairman below represent the vote of the Board of Education to adopt this agreement at a public Board meeting.

BOARD OF EDUCATION OF CHARLES COUNTY, MARYLAND



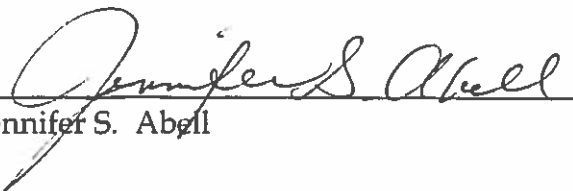
Michael Lukas, Chairman

Date: April 4th, 2017



Barbara S. Palko, Vice Chairman

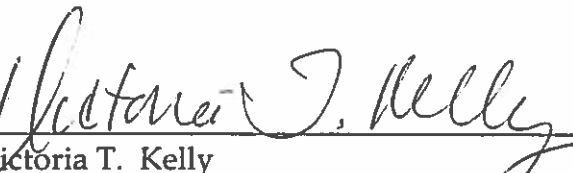
Date: April 4, 2017


Jennifer S. Abell

Date: April 4, 2017


Mark Crawford

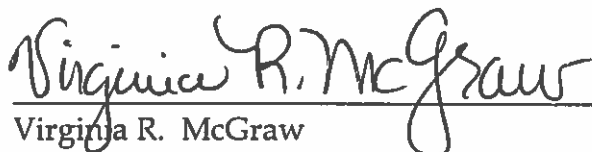
Date: April 4, 2017


Victoria T. Kelly


Date: April 4, 2017


Margaret T. Marshall

Date: April 4, 2017


Virginia R. McGraw

Date: April 4, 2017


Kimberly A. Hill, Superintendent of Schools

Date: April 4, 2017