

**EMPLOYMENT CONTRACT
BETWEEN THE
BOARD OF EDUCATION OF BALTIMORE COUNTY
AND
VERLETTA WHITE**

THIS EMPLOYMENT CONTRACT (hereinafter referred to as Contract) is made and entered into this 10 day of July, 2018, by and between the Board of Education of Baltimore County (hereinafter referred to as Board) and Verletta White (hereinafter referred to as Interim Superintendent), to be effective as of July 1, 2018.

WHEREAS, the parties to this Contract, namely the Board and the Interim Superintendent, recognize the mutual benefits that the appointment of an Interim Superintendent has to the proper administration of the Baltimore County Public Schools (hereinafter referred to as Schools and School System), and the furtherance of the best possible educational program for the students in the schools; and

WHEREAS, the parties to this Contract, namely the Board and the Interim Superintendent, fully acknowledge the mutual benefits and mutual legal obligations inherent in the appointment of an Interim Superintendent; and

WHEREAS, the parties to this Contract, namely the Board and the Interim Superintendent, recognizing their legal responsibilities and the desirability of appointing an Interim Superintendent as prescribed by Section 4-201 of the Education Article of the *Annotated Code of Maryland*, do hereby mutually agree and contract; and

WHEREAS, the parties to this Contract, namely the Board and the Interim

Superintendent, believe that the interests of the students, the Schools, the citizens of Baltimore County, and the staff of the School System are promoted and protected by the parties entering into this Contract.

NOW, THEREFORE, for mutual and valuable consideration herein specified, the parties agree as follows:

1. TERM

It is agreed by and between the Board and the Interim Superintendent that the Board does employ Verletta White as Interim Superintendent for the term prescribed by Section 4-201(d) of the Education Article of the *Annotated Code of Maryland*, namely, one year, beginning July 1, 2018 and ending June 30, 2019. The parties agree that the Interim Superintendent shall perform the duties of a County Superintendent as prescribed by the laws of the State of Maryland, the rules and regulations of the Maryland State Board of Education (COMAR), and the policies and regulations of the Board.

2. PROFESSIONAL CERTIFICATION & RESPONSIBILITIES

2.1 Certification. The Interim Superintendent shall be eligible to receive a valid certificate issued by the State Superintendent of Schools, in accordance with Section 4-201(c)(1)(i) of the Education Article of the *Annotated Code of Maryland*.

2.2 Duties. The Interim Superintendent shall have charge of the administration of the School System under the direction of the Board. She shall be the executive officer of the Board and serve as the Secretary/Treasurer of the Board; shall direct and assign teachers and other employees of the Schools under her supervision, in accordance with

the laws of the State of Maryland; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School System; shall select all personnel subject to the approval of the Board, except those personnel who report directly to the Board, such as the Board's administrator, attorney, auditor(s), and other like personnel; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well-being and ordering of the Schools; and in general shall perform all duties incident to the Office of Superintendent in accordance with the laws of the State of Maryland and as provided by the policies of the Board, and shall perform such other duties as may be prescribed by the Board from time to time. The Board members individually and collectively are encouraged to refer criticisms, complaints, and suggestions called to their attention to the Interim Superintendent for study and recommendation. The Interim Superintendent shall have the right, in accordance with Section 4-102(b) of the Education Article of the *Annotated Code of Maryland*, to attend all Board meetings with the exception of closed sessions when appropriately determined by the Board, and all Board and citizen committee meetings. The Interim Superintendent shall serve as an ex-officio member of all Board committees and shall provide administrative support and recommendations on each item of business considered by each of these groups.

2.3 The Interim Superintendent agrees to devote her full time to employment by the Board. The Interim Superintendent agrees to devote her best efforts and all of her time and attention exclusively to the duties of Interim Superintendent of the School

System, exclusive of such vacation periods, holidays, and other days off as provided in this Contract. The Board realizes that the Interim Superintendent may, and is encouraged to, engage in educational, civic and charitable activities as long as such devotion of time and energy does not interfere with the Interim Superintendent's obligations under this Contract, subject to the provisions of this Agreement.

2.4 The Interim Superintendent shall seek to promote the interests of the Board and the School System.

2.5 The Interim Superintendent is required to keep and maintain all records relating to the Board and administrative business in the form and manner required by the State of Maryland, the Maryland State Board of Education, and/or the Board. The Interim Superintendent will be required from time to time to prepare reports, documents, contracts, and correspondence as required by the Board. All of these reports and related records are the property of the Board.

3. COMPENSATION

3.1 The Board shall pay the Interim Superintendent at an annual salary rate of Two Hundred Seventy Three Thousand Dollars (\$273,000). This annual salary rate shall be paid to the Interim Superintendent in accordance with the schedule of salary payments in effect for other certificated employees. Such compensation shall be based upon a 12-month certificated employee work year.

3.2 The Interim Superintendent shall participate in the appropriate State and local pension/retirement systems, as provided by law. The Board shall reimburse the

Interim Superintendent for her contributions to the State of Maryland's pension/retirement system, in an amount not to exceed five percent (5%) of her salary.

4. BOARD/SUPERINTENDENT COMMUNICATION AND RELATIONSHIPS

4.1 The Board and the Interim Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communication.

5. LEAVE, CIVIC ENGAGEMENT, TECHNOLOGY, INSURANCE AND OTHER BENEFITS

5.1 The Interim Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations, along with the costs associated with said membership that she intends to join. The Board shall pay or reimburse the Interim Superintendent for annual professional association dues in professional organizations as specifically approved by the Board.

5.2 The Interim Superintendent shall provide the Board on an annual basis a list, along with the costs associated with said membership, of proposed other civic groups (such as the Chamber of Commerce) that she intends to join. The Board shall pay or reimburse the Interim Superintendent for dues and/or membership fees required by these civic groups as approved by the Board.

5.3 The Board will provide an automobile with Bluetooth and a Navigation System for the Superintendent's sole and exclusive use for business and personal use,

during the term of this Contract, 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 and shall be fully maintained by the Board, including, but not limited to: keeping the automobile in a safe, usable condition, and providing all expenses incident to automobile usage, including insurance. The Interim Superintendent will be responsible for fueling the vehicle, pursuant to School System procedures, at the Board's expense.

5.4 During the term of this Contract, the Board shall maintain a qualified tax sheltered annuity plan, which covers the Interim Superintendent, and shall make an annual non-elective employer contribution each year on behalf of the Interim Superintendent to the qualified tax sheltered annuity plan in the amount of six point nine two three (6.923%) percent of her annual salary. This amount is to be paid in two installments no later than December 31 and no later than June 30, to begin on or before December 31, 2018. The Interim 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 that she serves as Interim Superintendent under this Contract, the Board shall contribute only a pro-rata share of the contribution to the qualified tax sheltered annuity plan. The Interim 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 Interim Superintendent

shall at all times be one hundred percent (100%) vested in her qualified tax sheltered annuity plan.

5.5 The Interim Superintendent will be entitled to continue to receive the leave benefits she received as the Chief Academic Officer, as specifically set forth in sections 9.1 through 9.7 and 9.9 through 9.15 of Article IX of the Master Agreement Between the Board of Education of Baltimore County and the Council of Administrative and Supervisory Employees (hereinafter referred to as CASE Agreement).

5.6 The Board shall purchase for the benefit of the Interim Superintendent a disability income insurance policy, to be in force during the term of this Contract, with an elimination period of 180 days with coverage to Age 65. The policy will provide a monthly benefit equal to the lesser of sixty percent (60.00%) of the Interim Superintendent's annual salary or the maximum amount of disability coverage that can be obtained by the Board from a commercial disability insurer. The disability income insurance policy shall be owned by the Interim Superintendent and the premium payments by the Board shall be treated as taxable income to the Interim Superintendent. The Board's obligation to pay premium expenses on such disability income insurance policy will cease when this Contract terminates and the Interim Superintendent may, at her election, assume premium payments if permitted by the policy.

5.7 The Board shall purchase or assume a comparable insurance contract for the benefit of the Interim Superintendent in the form of an optional Ten (10) Year Renewable Term Life Insurance policy at available rates with a face value in the amount

of three times the Interim Superintendent's salary. The Board's obligation to pay premium expenses on such life insurance policies will cease when this Contract terminates. The Term Life insurance policy described herein shall be owned by the Interim Superintendent, who shall have the right to select the beneficiary of her choosing, and the premium payments by the Board shall be treated as taxable income to the Interim Superintendent.

5.8 The Interim Superintendent shall be entitled to select and participate in the School System's family, medical, dental, vision, and prescription drug plan to the same extent and in the same manner as employees who are covered by the CASE Agreement, as such plans may be amended from time to time.

5.9 During the course of this Contract, the Board shall pay to the Interim Superintendent Four Hundred-Fifty Dollars (\$450.00) each month, as a communication/technology allowance. The Interim Superintendent will provide her own smartphone, laptop computer, home fax machine, home internet access, etc.

5.10 In addition to the benefits that are provided in this Contract, the Interim Superintendent is entitled to the benefits provided in Section 12.2 in the CASE Agreement, regarding Flexible Spending Accounts. By entering into this Contract, the Interim Superintendent shall not lose any accrued benefits as Chief Academic Officer or previous positions she has held in the School System.

5.11 The Interim Superintendent understands and agrees that the Board makes no representations as to the tax consequences of any compensation or benefits provided

in this Contract and that the Interim Superintendent is solely responsible for any and all income, excise, or other taxes imposed on the Interim Superintendent with respect to any and all compensation or other benefits provided to the Interim Superintendent.

6. KEY PERSON OR TERM LIFE INSURANCE

6.1 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 the Interim Superintendent dies while employed by the Board. The Interim Superintendent agrees that she 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 this Contract, ownership of and payment for the policy will be transferred to the Interim Superintendent, if she so desires and if same is allowed under the terms of the policy.

7. EXPENSE REIMBURSEMENT

7.1 The Board recognizes that the Interim Superintendent will incur expenses from time to time as the Board's representative, at civic and school related functions within Baltimore County, the State of Maryland, the United States, and internationally in the pursuit of educational excellence, private funding and grants, and for other reasons in support of the School System. The Board shall pay or reimburse the Interim Superintendent for reasonable expenses approved by the Board as incurred by the Interim Superintendent in the continuing performance of her duties under this Contract. For expense reimbursements of any kind, including travel, the Interim 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 written approval of the Board, which approval will not be unreasonably withheld, the Board shall reimburse the Interim Superintendent for reasonable business expenses she incurs on behalf of the Board and the School System. The Board may direct the Interim Superintendent to attend conferences and meetings that the Board believes will enhance the Interim Superintendent's ability to fulfill her duties and responsibilities.

7.2 Upon notification to and with the prior written approval of the Board, the Interim Superintendent may participate in professional development programs and activities that do not interfere with the discharge of her responsibilities to the Board and/or the School System, and she shall be reimbursed for the cost of those programs and all expenses related to her participation. The Interim Superintendent shall submit documentation to the Board Chair, for consideration and approval by the Board, in advance, itemizing the cost of such programs and activities, and travel, if any, associated with same, and describing the benefit of same to School System.

7.3 Upon notification to and with the prior written approval of the Board, the Interim Superintendent shall attend appropriate business and professional conferences at local, state, and national levels. The Interim 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 Interim Superintendent.

8. REVIEW AND ASSESSMENT OF PERFORMANCE

8.1 The Interim Superintendent and the Board recognize the need to review the Interim Superintendent's performance through an approved semi-annual evaluation process. The semi-annual review will occur no later than January 31, 2019, and will consist of the completion of the current Superintendent's evaluation instrument approved by both the Board and the Interim Superintendent.

9. TERMINATION

9.1 The Interim Superintendent may be removed from office for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty in accordance with the provisions of Section 4-201(e) of the Education Article of the *Annotated Code of Maryland*. Upon removal of the Interim Superintendent by the State Superintendent of Schools for cause, the Interim Superintendent's compensation, benefits, and car provisions will cease.

9.2 In the event that the Interim Superintendent unilaterally terminates this Contract, she agrees to forfeit all compensation, benefits, and car provisions due for any remaining period of this Contract.

9.3 The parties agree that they may mutually agree to terminate this Contract on mutually satisfactory terms.

10. PROFESSIONAL LIABILITY

10.1 The Board shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in her individual or official capacity, so long as she is acting within the scope of her employment and without malice or gross negligence or in her official capacity as agent and employee of the Board, in accordance with Section 4-105 of the Education Article, Annotated Code of Maryland, without malice or gross negligence. The obligations under this section may be met through the Board's existing liability insurance program. In no case will individual Board members be considered personally liable to defend, hold harmless, or indemnify the Interim Superintendent against such demands, claims, suits, actions and/or legal proceedings. This provision shall survive the termination of this Contract.

11. SECURITY

11.1 The Board agrees to provide reasonable protection for the Interim Superintendent and/or her family with all costs paid by the Board.

12. OTHER ACTIVITIES

12.1 The duties and responsibilities of the Interim Superintendent require full-time employment and frequently require the Interim Superintendent to attend to her duties during the evenings, weekends, and holidays. The Interim Superintendent shall not engage in outside activities that in any manner interferes with the performance of her duties and responsibilities as Superintendent, without advance written approval of the

Board. The Interim Superintendent will not accept any earned income from any source other than the Board; she will not engage in any travel paid by others (with the exception of family members); all School System related travel will be approved in advance by the Board and will be paid for by the Board; and all travel expenses of the Interim Superintendent will be disclosed on the School System website.

12.2 Should the Interim Superintendent author and/or publish for any compensation, profit or royalty, any research or scholarly work using any data or referencing the activities of the School System during her tenure as Interim Superintendent of Schools, the compensation for said work shall become the sole property of the Board to disburse as appropriate.

13. RENEWAL OF EMPLOYMENT CONTRACT

13.1 Any renewal of this Contract shall be in accordance with the provisions of Maryland statutory law.

14. BREACH OF CONTRACT

14.1 In the event of a breach or threatened breach of any provision of this Contract by either party, either party may be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies may be in addition to all other remedies available at law or in equity. The Board and the Interim Superintendent also have the right to recover actual damages from the other for any actual breach of the Contract.

15. MISCELLANEOUS

15.1 The parties acknowledge that during the term of this Contract, the Board will be making decisions regarding the appointment of a Superintendent commencing on July 1, 2019. Nothing in this Contract prohibits the Interim Superintendent from applying for the position of Superintendent of Schools of the School System. Upon the reasonable request of the Board Chair regarding her intention to seek the position of Superintendent, the Interim Superintendent will, within thirty (30) days of such a request, inform the Board whether or not she intends to seek the position. If the Interim Superintendent does not apply for the position of Superintendent or is not selected by the Board as the Superintendent, then upon the effective date of the appointment of a new Superintendent (or Interim Superintendent), the Interim Superintendent shall be returned to her previous position of Chief Academic Officer, or a similar position in the School System. The Interim Superintendent's salary and benefits for at least one year thereafter will not be less than the salary and benefits she would have received as Chief Academic Officer for the 2017-2018 school year.

16. SEVERABILITY & GOVERNING LAW

16.1 If any cause or provision herein shall be judged invalid or unenforceable by a Court of competent jurisdiction, or by the operation of any applicable law, it shall not affect the validity of any other cause or provision, which shall remain in full force and effect. The Contract shall be governed by the laws 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 consent to such Court's exclusive jurisdiction. In any successful action by either party to enforce this Contract, either party shall be entitled to recover its attorney's fees, and all actual and incidental expenses incurred in such action.

Each of the provisions of this Contract shall be enforceable independently of any other provision of this Contract or independent of any other claim or cause of action.

17. WAIVER OF BREACH

17.1 The waiver by 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.

18. APPROVAL OF THE STATE SUPERINTENDENT

18.1 This Contract shall be null and void unless the appointment of the Interim Superintendent is approved in writing by the State Superintendent of Schools, pursuant to Section 4-201(c)(2) of the Education Article of the *Annotated Code of Maryland*.

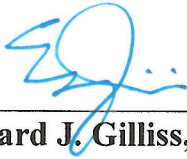
19. SIGNATORY CLAUSE

19.1 This Agreement and Contract is entered into by the parties in compliance with the laws of the State of Maryland. This Contract is subject to the laws of the State of Maryland and shall always be construed in a manner consistent with the laws of the State of Maryland, the requirements of the Maryland State Board of Education and the policies and procedures of the Board.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date set forth above and this action is taken by VERLETTA WHITE, as Interim Superintendent, and the BOARD OF EDUCATION OF BALTIMORE COUNTY.



Witness



Edward J. Gilliss, Esq.
Chair
Board of Education of
Baltimore County



Witness



Verletta White
Interim Superintendent
Baltimore County Public Schools