

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is entered into this 25th day of June, 2024, by and between the Board of Education of Montgomery County, Maryland (hereinafter "Board"), and Dr. Thomas W. Taylor (hereinafter "Superintendent").

WHEREAS, The Board desires to employ the Superintendent to perform the job of Superintendent of Montgomery County Public Schools (MCPS), including the duties and responsibilities set forth in the *Education Article of the Annotated Code of Maryland* and applicable provisions of the Code of Maryland Regulations (COMAR), and

WHEREAS, The Board and the Superintendent agree that a written agreement is necessary to define and govern the relationship between them and that such employment shall be governed by this Contract to the fullest extent consistent with applicable law.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. TERM.

The Superintendent's term shall begin July 1, 2024, and he shall serve as Superintendent of MCPS system until June 30, 2028.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES.

A. Certification. The Superintendent affirms that he meets the qualifications of Section 4-201(c)(1) of the *Education Article of the Annotated Code of Maryland* and Section 13A.12.05.04 of COMAR to allow him to hold the position of Superintendent of Schools for Montgomery County, Maryland. The Superintendent further agrees that he will maintain any and all certifications, required under Maryland law necessary to hold the position of Superintendent and that he shall promptly notify the Board in the event he no longer meets the qualifications specified by law or if he should receive notice that his qualifications will lapse.

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B. Duties. The Superintendent shall have charge of the administration of the schools under the rules and regulations of the Board and in accordance with the *Education Article* and other applicable provisions of the *Annotated Code of Maryland*. He shall select, organize, and assign all personnel, as best serves MCPS, subject to the policies of the Board and state law. He shall be the executive officer, secretary and treasurer of the Board and shall perform all duties incident to the office of the Superintendent of Schools, including, but not limited to, those as described and defined by Sections 4-204 and 4-205 of the *Education Article of the Annotated Code of Maryland*. The Superintendent or his designee shall attend all meetings of the County Board, and its committees, participate in all Board deliberations and provide administrative recommendations as warranted. Notwithstanding the foregoing, the Superintendent shall not attend (1) certain closed sessions of the Board in accordance with applicable law and (2) executive sessions of the Board when the Board is considering the Superintendent's tenure, evaluation, salary, or the terms of the Superintendent's employment, provided that the Board may invite the Superintendent to participate in such executive sessions.

C. Outside Activities. The Superintendent shall devote his total best efforts on a full-time basis to the affairs of the MCPS system. The Superintendent may engage in other employment or professional activities for compensation during the term of this Contract, so long as said activities do not interfere with his official duties and only after prior written approval of the Board, with such approval not to be unreasonably withheld. The Superintendent may accept and/or earn honoraria or compensation for such outside activities. However, the Superintendent shall perform these activities on release time as permitted by the Board.

Should the Superintendent author and/or publish for any compensation, profit or royalty, research or scholarly work using any data or referencing the activities of Montgomery County

Public Schools during his tenure as Superintendent, the compensation received for said work becomes the sole property of the Board to disburse as appropriate.

D. Standards of Conduct. The Superintendent is expected to act professionally and consistent with the core values, tenets, mission and vision of MCPS. The Superintendent shall refrain from acts, conduct, or omissions within or without the scope of employment that brings discredit to MCPS, may be damaging or injurious to the people or reputation of MCPS or that shall negatively impact the Board's ability to perform its oversight function. The Superintendent is also expected to self-report criminal arrests, charges or convictions, as soon as practicable, to the Board when required to do so in compliance with Board Policy GCC-RA, *Staff Self-Reporting of Arrests, Criminal Charges and Convictions*.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board encourages the continuing professional growth of the Superintendent through his participation in programs conducted or sponsored by local, state and national school administrators 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 capabilities and capacity of the Superintendent to carry out his professional responsibilities. Such participation may include attendance at and participation in the annual conferences of the American Association of School Administrators (AASA), Maryland Association of Boards of Education (MABE), and the National School Boards Association (NSBA). In connection with such activities, the Board shall permit a reasonable amount of time away from daily administrative responsibilities and shall reimburse the Superintendent for reasonable and actual costs of such participation, subject to the normal MCPS procedures for expense reimbursement and to the oversight of the Board. In addition, the Board shall pay the membership dues of the Superintendent for AASA, MABE, and NSBA. The

Board shall also pay the membership dues of other professional and civic groups that the Superintendent feels it is appropriate to join in order to maintain and improve his professional skills, community relations, and obligations as approved in advance by the president of the Board.

4. COMPENSATION.

A. Salary. The Superintendent shall receive an annual salary of Three Hundred and Sixty Thousand Dollars (\$360,000). The annual salary of the Superintendent shall be paid in accordance with the schedule of salary payments in effect for all other twelve (12) month administrative employees of MCPS. The annual salary shall be subject to required withholding for income taxes, Social Security contributions, and other required withholdings of contributions and taxes. Absent mutual consent of the parties, the Superintendent's salary shall not be decreased during the term of this Contract in accordance with *Education Article §4-202(b)*.

B. Annual Salary and Total Compensation and Benefits Review. The Superintendent's annual salary shall be increased by a percentage equal to any increase given to the members of the Montgomery County Association of Administrators and Principals ("MCAAP") at the same time of such increases; however, no such increase to the Superintendent's annual salary shall go into effect during the 2024-2025 contract year. Additionally, the Superintendent's salary may be reviewed on an annual basis, at the time of the Superintendent's evaluation by the Board, to determine whether any additional increase is appropriate. When considering whether an additional increase is appropriate, the Board should take into consideration factors such as the Superintendent's performance evaluation, fiscal realities, and increases (or lack thereof) given to MCPS employees in general. Whether any such additional increase is awarded is in the Board's absolute and sole discretion.

5. **BENEFITS.**

The Superintendent shall be entitled to the following benefits:

A. Annual Leave.

i. Accrual of Annual Leave. The Superintendent shall be entitled to 30 days of annual leave each year, which shall accrue at the beginning of the term of this Contract and on July 1 of each fiscal year thereafter.

ii. Scheduling of Annual Leave. The Superintendent is expected to schedule Annual Leave in consideration of the school calendar, the budget process, and other factors of importance to MCPS. The scheduling of the Superintendent's leave shall be approved by the Board President.

iii. Unused Annual Leave. The Superintendent shall be allowed to carry over unused annual leave from year to year. The Superintendent shall cash in fifty (50) percent of his accrued but unused annual leave during each year. Upon the termination of the Superintendent's employment (whether during the term of this Contract or at its conclusion), the Superintendent or, in the event of his death, his estate, shall be paid for the remaining unused annual leave days upon termination.

B. Sick and/or Personal Leave. The Superintendent shall be entitled to fifteen (15) days of sick and/or personal leave per year, which shall accrue at the beginning of the term of this Contract and on July 1 of each fiscal year thereafter. Appropriate documentation for such leave may be required in accordance with the requirements for MCAAP members. The Superintendent shall be allowed to cash in up to twenty-five percent of his unused sick leave at his per diem rate during each year. The Superintendent shall be allowed to carry over unused sick and/or personal leave from year to year. Upon the termination of the Superintendent's

employment (whether during the term of this Contract or at its conclusion), the Superintendent shall be paid for 25% of his unused sick and/or personal leave.

C. **Legal Holidays**. The Superintendent shall be entitled to the legal holidays provided in the official school calendar, subject, however to the recognition of the Superintendent that the nature of the position may require his working or presence at events on some of those holidays.

D. **Retirement Plan(s)**. The Superintendent shall be eligible to participate in the retirement plans available to employees covered by the MCAAP agreement and under the terms and conditions specified in those plans, as they may be amended from time to time. The Board shall pay to the Superintendent the amount of the Superintendent's contribution to the plan(s) during the duration of the Superintendent's appointment.

E. **Deferred Compensation**. Each year of this Contract, the Board agrees to make a non-elective employer contribution on behalf of the Superintendent in the amount equal to thirteen (13) percent of the Superintendent's base salary to the Montgomery County Public Schools 403(b) and/or 457(b) Plan as provided herein. The amount shall be paid in monthly installments. The contributions to the 403(b) and 457(b) plan shall be invested in such investment vehicles as are made available under the plans at the sole discretion of the Superintendent. Contributions shall first be made to the 403(b) Plan. If, when added to any voluntary salary deferral contributions by the Superintendent to the 403(b) Plan, the Board's contribution as specified herein would cause the total annual 403(b) Plan contribution for the Superintendent to exceed the annual limit for such contribution under the Internal Revenue Code, then the annual amount in excess of such limit shall be contributed to the 457(b) Plan to the extent permitted under the Code. The Superintendent shall at all times be one-hundred percent (100%) vested in the 403(b) Plan and 457(b) Plan accounts. For any period less than one full

year that he serves as Superintendent under this Contract, the Board shall contribute a pro-rata share of the contribution to the Plans.

F. Transportation. The Board shall provide the Superintendent with an MCPS-owned vehicle (approved by the Board) for school district purposes during the term of this Contract. The Superintendent's expenses for gasoline, insurance, maintenance, and repairs in connection with the use of said vehicle, shall be paid by the Board. To the extent that this is considered a taxable benefit for Superintendent, Superintendent acknowledges that he is solely responsible for any accompanying tax liability (including income, usage, excise, or other taxes) imposed on him.

G. Medical, Dental, Vision, Prescription Drug, Disability and Life Insurance. The Board will pay both the employer and employee annual premiums for the Superintendent and his eligible dependents to participate in one of the MCPS system's family medical, dental, vision, prescription drug, and life insurance plans selected by the Superintendent as those plans may be amended from time to time.

H. Technology Support. The Board will provide appropriate technology support to permit the Superintendent to carry out his duties.

6. EXPENSES.

The Superintendent shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by him that are directly related to the performance of his job. The Superintendent is expected to incur expenses in a prudent and reasonable manner, reflecting the public service nature of the position and the fiscal constraints under which MCPS operates. Each month, the Superintendent shall submit documentation for such expenses to the Board President who will review and sign such reimbursements and forward to the Chief Financial Officer for approval and processing. Expenses incurred by the Superintendent shall be subject to Board

oversight at all times. In incurring and submission for reimbursement of expenses, the Superintendent shall adhere to rules, regulations and guidelines applicable to MCPS staff.

7. **TAX CONSEQUENCES OF PAYMENTS.**

The Board makes no representations as to the tax consequences of any payments or benefits provided hereunder (including, without limitation, under Section 409A of the Internal Revenue Code, as applicable). The Superintendent is solely responsible for any and all income, excise, or other taxes imposed on him with respect to any and all payments or benefits provided; however, nothing herein shall be interpreted as relieving the Board of its tax withholding obligations.

8. **INDEMNIFICATION.**

A. In accordance with Section 4-104(d)(1) of the *Education Article, Annotated Code of Maryland*, the Board is required to provide the Superintendent with counsel in any actions brought against him during his term of employment, so long as his conduct was within the performance of his duties, within the scope of his employment, without malice, and where the Board determines he was acting within his authorized official capacity. In accordance with Section 5-518(e) of the *Courts and Judicial Proceedings Article of the Annotated Code of Maryland*, the Superintendent, while acting within the scope of employment, without malice and gross negligence, is not personally liable for damages resulting from a tortious act or omission for which a limitation of liability is provided for the county board under subsection (b) of Section 5-518 of that Article, including damages that exceed the limitation on the county board's liability. Effective during the term of this Contract and to the fullest extent allowed by law and consistent with State statutes, the Board hereby indemnifies, defends, and hold harmless the Superintendent and/or his estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, whether in his individual or official

capacity, for any incident or activity arising out of or in the course and scope of the employment of the Superintendent, including any liability arising from the use of the school system's vehicles in the course of his employment, so long as the Superintendent's conduct was within the scope of employment, without malice and gross negligence. Such indemnity shall include the costs and attorney's fees reasonably required to effectuate this provision. For indemnification not provided by any insurance coverage, the Board's obligation is capped in that it will only pay the Superintendent's legal fees, at the billing rate of any lawyer retained to represent the Board, increased to reflect the reasonable current rates of any attorney on the MABE/LSA panel.

B. If, in the good faith opinion of the Superintendent or the Board, an actual conflict with the Board exists, or potentially could reasonably exist, between the legal position of the Superintendent and the legal position and responsibilities of the Board regarding the defense of any claim against the Board or the Superintendent, the Superintendent may, after prior notice to the Board, engage his own counsel, in which event the Board will indemnify the Superintendent for the costs of his legal defense, as permitted by State law and within the parameters described above. The Board shall not, however, be required to pay or reimburse the Superintendent for his legal fees or other costs to him of legal proceedings in the event the Board and the Superintendent have adverse interests in any dispute or litigation and indemnification is not otherwise required under the law.

C. Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of the Board of Education of Montgomery County, or their officers, or employees pursuant to Maryland law, or otherwise. Any cost, expense, or liability of the Board of Education of Montgomery County or Montgomery County Public Schools is subject to availability of appropriations from its funding authorities.

D. The provisions of this paragraph shall survive the expiration and/or termination of this Employment Contract.

9. EVALUATION AND INFORMAL DISCUSSIONS.

A. The Board and the Superintendent agree that they will work with each other in a spirit of collaboration as a governance team and provide each other periodic opportunities to discuss Board and Superintendent relationships and communications. The Board agrees to promptly bring to the attention of the Superintendent all issues of concern related to his performance. The Superintendent will ensure appropriate tracking and follow up and regularly share with the Board resolutions thereof. The Superintendent will share with the Board, as appropriate, criticisms, complaints, and suggestions concerning MCPS that may come to his attention.

B. Both the Board and the Superintendent recognize that a carefully developed and implemented evaluation process is a valuable part of the Board/Superintendent communication. As such, during the first year of employment, the Superintendent agrees to meet with the Board within his first ninety (90) days of employment to establish communication protocols, discuss and set goals and expectations. Further, a mid-year progress meeting should occur within the following ninety (90) days. Finally, a progress update should occur at the end of his first school year. Thereafter, in years two through four of the Contract, the Board and the Superintendent shall meet at least quarterly to informally discuss the Superintendent's performance and progress towards the established goals and objectives. Based on mutually agreed upon goals, expectations, and aligned metrics, the Board shall evaluate and assess, in writing, the performance of the Superintendent at least once per year, generally not later than November 1 of those years.

C. It is anticipated that evaluation of the Superintendent will include but not be limited to: assessment of progress in student achievement goals, performance of duties required by law, fiscal stewardship, working relationships with the Board, other government agencies, and stakeholders (including parents, community, and staff), and standards of professional conduct.

D. The Superintendent shall provide the Board with a self-evaluation of his accomplishments and achievement of the agreed-upon goals and objectives using the agreed-upon evaluation format. The Superintendent's self-evaluation shall be provided to the Board prior to the Board's evaluation of the Superintendent.

E. On or about the time of the Board's annual evaluation of the Superintendent during the last year of the term of this contract, and no later than December 1 of such year, the Board will meet with the Superintendent to informally advise the Superintendent of its intent to reappoint the Superintendent for another term. Thereafter, in accordance with Section 4-201 of the *Education Article, Annotated Code of Maryland*, no later than February 1 of the year in which this contract ends, the Superintendent will notify the Board whether he is a candidate for reappointment. The Board shall take final action on the reappointment of the Superintendent no later than March 1 of the last year of this contract.

10. TERMINATION OF CONTRACT.

A. At the end of the Term, this Contract shall automatically terminate. Unless otherwise provided for herein, all terms of this Contract shall cease upon the Contract's termination. An election to allow this Contract to end without extension shall not constitute a termination for cause.

B. In addition to automatic termination at the end of its term, this

Employment Contract may be terminated by:

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- (1) Material breach of the terms and conditions of this Employment Contract by either party;
- (2) Mutual agreement of the parties;
- (3) Retirement or resignation by the Superintendent;
- (4) Permanent disability of the Superintendent which results in his inability to substantially perform the essential functions of his position with or without reasonable accommodations because of illness or incapacity for a continuous period lasting longer than two consecutive months;
- (5) An action of the Board for cause in accordance with Sections 4-201(e)(1) and 4-201(e)(4) of the *Education Article, Annotated Code of Maryland*; or
- (6) Death of the Superintendent.

Unless the parties agree otherwise pursuant to paragraph 10.B.(2) above, should the Superintendent separate from employment because of retirement, resignation, permanent disability (which renders the Superintendent incapable of fulfilling his duties under applicable laws and this Contract), termination for cause, termination due to his breach of this Contract, or death, this Contract shall terminate, and all obligations of the Board shall cease except for payment of base salary and benefits through the date of termination.

If the termination is because of a judicially determined material breach of this Contract by the Board, the Superintendent shall receive as severance an amount equal to a period of twelve months then-current salary at the time of termination (less lawful taxes and withholdings), or the then-current salary (less lawful taxes and withholdings) remaining for the term of this Contract if less than one year remains, whichever is the lesser amount, and any benefits to which he may be entitled under this Contract during that same time period. However, in no event shall the severance for separation be less than an amount equal to six months' then-

current salary and benefits (less lawful taxes and withholdings). The severance payment or payments under this paragraph are intended to be exempt from Internal Revenue Code Section 409A as “short-term deferrals” or “separation pay” under the Treasury Regulations, to the greatest extent possible. The severance shall be the only amounts owed to the Superintendent, and the Superintendent shall not be entitled to recovery of damages or any other amounts.

11. RESIDENCY & RELOCATION.

A. The Superintendent must obtain and shall maintain residency within Montgomery County, as soon as possible but by no later than August 1, 2024.

B. The Board will pay the expenses incurred to pack and move the Superintendent’s household goods and furnishings to Montgomery County, provided that the Superintendent solicits three bids for such moving contract and selects the lowest reasonable bid up to a maximum of Twenty-Five Thousand Dollars (\$25,000).

C. Upon submission of receipts, the Board will reimburse the cost of temporary housing for the Superintendent and his family for up to six months, but such cost shall not exceed \$4,000 per month.

12. RETURN OF PROPERTY.

Upon termination of this Contract for any reason, Superintendent agrees, within a reasonable period of time, to deliver, or transfer to MCPS’s possession, all copies of information concerning MCPS and any MCPS property then in his possession, except as it relates to his personal affairs and personal pay or benefits. This includes both originals and copies of all documents, information and/or records, whether in paper or electronic format, related to the operations of MCPS including but not limited to matters related to MCPS finances, Board deliberations or actions, personnel and other employee issues, student information, and other MCPS-related information. Superintendent agrees to respect and protect the privacy of MCPS’s

students and their families and agrees that he will not retain or use any confidential information related to MCPS's students to which he had or has access to as a result of his employment with MCPS either during or following his employment for personal and or non-MCPS-related reasons.

13. SAVINGS CLAUSE.

This Contract shall constitute the entire agreement between the parties and shall not be modified unless with the written consent of both parties. Should any provision hereof be found to be invalid, such finding shall be limited to the specific provision and the Contract shall otherwise remain in full force and effect.

14. AMENDMENT.

This Employment Contract may only be amended by the parties, in writing, executed by all parties hereto.

15. CHOICE OF LAW.

This Employment Contract is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Maryland and all changes, amendments, and modifications are governed by the laws of Maryland.

16. STATE SUPERINTENDENT APPROVAL.

This Employment Contract is contingent upon the written approval by the State Superintendent pursuant to *Education Article* Section 4-201(c)(2) of the appointment of the Superintendent by the Board. Should the State Superintendent not approve the appointment, this Employment Contract shall be void *ab initio*.

IN WITNESS WHEREOF, we have executed this Contract on the dates indicated.

BOARD OF EDUCATION OF MONTGOMERY
COUNTY, MARYLAND

6/25/24
Date

By: Karla Silvestre
Ms. Karla Silvestre, President

SUPERINTENDENT

6/25/24
Date

By: Thomas W. Taylor
Dr. Thomas W. Taylor