

**AGREEMENT BETWEEN THE BOARD
OF EDUCATION OF CHARLES COUNTY AND
MARIA V. NAVARRO, Ed.D., SUPERINTENDENT OF SCHOOLS**

This AGREEMENT is made this 10th day of August, 2021, by and between the Board of Education of Charles County, Maryland, a body politic and corporate, hereinafter called the Board and Maria V. Navarro, Ed.D., hereinafter called the Superintendent.

WHEREAS, the Board, has appointed the Superintendent to the position of Superintendent of School for Charles County, Maryland, for a period of four (4) years commencing on July 1, 2021; and

WHEREAS, The Superintendent has agreed to accept that appointment and to perform her duties in accordance with the Public School Laws of Maryland as set forth in the Education Article to the Annotated Code of Maryland; and

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the Charles County Public Schools, which the Board believes 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 their relationship and the terms and conditions of employment in order to facilitate their respective roles and responsibilities for the governance of the Charles County Public Schools.

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

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 and the Superintendent shall meet by September 1, 2021, to develop the written criteria by which the Superintendent is evaluated. There shall be two evaluations each school year. The first evaluation conference shall be held on or before

December 1. The second evaluation conference shall be held on or before July 1. One month before the July evaluation conference, the Superintendent shall provide the Board a self-appraisal using the agreed upon criteria. The Superintendent shall receive a written evaluation of her performance. The Board will provide the Superintendent an opportunity to discuss the results of her 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 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, the legal fees or any costs of any claims in the event the Board and Superintendent are adverse parties. 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 highest billing rate of any attorney on the approved MABE/LSA panel, and payment of any claims, damages, or awards which the Board, or a court of competent jurisdiction, determines were incurred by the Superintendent within the scope of her duties for the Board. This indemnification shall not apply to criminal litigation brought against the Superintendent, unless the basis of the criminal charges was connected to the Superintendent's employment with the Board and she is found not guilty.

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

SECTION B: BENEFITS AND COMPENSATION

1. The Superintendent's base salary effective July 1, 2021, is TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$215,000.00). 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. In addition, in its sole discretion, if the Board deems it appropriate, after consultation with the Superintendent and subject to the reviews of the Superintendent's performance and progress toward the attainment of goals as provided for in Section A, Paragraph 10 of this Employment Contract, the Board may award the Superintendent an increase in her salary in the future years of this Employment Contract.

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

3. The Board agrees to provide the Superintendent SEVEN HUNDRED AND SIXTY ONE DOLLARS (\$761.00) per month for transportation expenses.

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 fifty (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.

7. The Superintendent shall live in Charles County, Maryland, beginning no later than September 1, 2021, and throughout the term of this Employment Contract.

8. If the Superintendent is not a resident of Charles County when this Employment Contract is signed, then the Board shall pay the moving fees up to SEVEN THOUSAND ONE HUNDRED AND TWENTY SEVEN DOLLARS (\$7,127.00) for the Superintendent to move into Charles County. Upon request by the Superintendent, the Board shall advance the moving fees to the Superintendent prior to her move. The Superintendent shall provide an invoice to the Board. Moving fees shall only be paid one time.

SECTION C: TERMINATION OF EMPLOYMENT

1. The Superintendent may terminate her employment 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 her employment, the Superintendent hereby waives any rights to benefits not already received.

2. The Superintendent's employment may be terminated by mutual agreement.

3. The Superintendent's employment may be terminated in the event that the Superintendent is removed from office by the Board or 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.

4. A. In the event the Board believes that it has grounds to remove the Superintendent or 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 her employment upon ninety (90) days written notice to the Superintendent. If the Superintendent concurs in writing to the termination of her employment, 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 her employment, the Board will refrain from seeking the Superintendent's removal 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.

5. 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 the Superintendent's employment. 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, or until the end of her four-year Employment Contract, whichever is less, 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 or until the end of her four-year Employment Contract, whichever is less.

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.

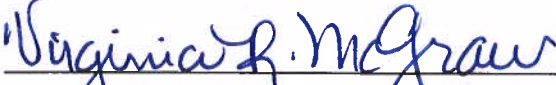
WITNESS the hands and seals of the parties hereto the day and year first above written. The signatures of the Chairman and Vice-Chairman below represent the vote of the Board of Education to adopt this agreement at a public Board meeting.

BOARD OF EDUCATION OF CHARLES COUNTY, MARYLAND



Latina L. Wilson, Chairman

Date: August 16, 2021



Virginia R. McGraw, Vice Chairman


Date: August 16, 2021

Jennifer S. Abell

Date: August _____, 2021

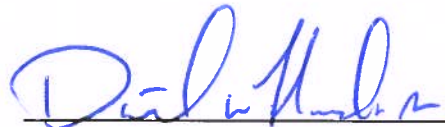
Tajala Battle-Lockhart

Date: August _____, 2021



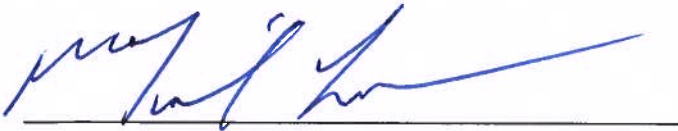
Elizabeth C. Brown

Date: August 16th, 2021




David Hancock

Date: August 16th, 2021



Michael Lukas

Date: August 16th, 2021



Maria V. Navarro, Ed.D., Superintendent of Schools

Date: August 16th, 2021

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