

**EMPLOYMENT CONTRACT BETWEEN  
THE BOARD OF EDUCATION OF WASHINGTON COUNTY  
AND  
DR. CLAYTON M. WILCOX**

It is hereby this \_\_\_ day of \_\_\_\_\_, 2011, by and between the Board of Education of Washington County, Maryland (hereinafter called the "Board") and Clayton M. Wilcox, Ed.D., (hereinafter referred to as the "Superintendent") that the said Board, in accordance with its action as found in the minutes of the meeting held on the \_\_\_\_\_ day of May, does hereby appoint and employ Clayton M. Wilcox as Superintendent of Schools of Washington County for a four-year term beginning on July 1, 2011 and ending on June 30, 2015 upon the following terms:

I. Professional Duties and Responsibilities

- A. The Superintendent will devote his best professional efforts and full time in carrying out the duties and responsibilities of the position of Superintendent and as Secretary-Treasurer of the Board. These duties and responsibilities include, but are not be limited to, those set forth in the Education Article and other applicable provisions of the Annotated Code of Maryland as amended from time to time; those duties set forth in the bylaws adopted by the State Board ; and the policies, rules and regulations adopted by the Board and any amendments to these bylaws, policies, and regulations as adopted from time to time by the Maryland State Board of Education ("State Board") and the Board. The duties and responsibilities in these provisions include, but are not limited to, the transfer and assignment of professional personnel and other employees under his supervision as in his judgment the needs of the system require, the organization and arrangement of his administrative and supervisory staff, including instruction and business affairs; the selection and nomination for action by the Board certificated and non-certificated personnel for hire and recommendation of professional staff for promotion; the promulgation or amendment from time to time of regulations, rules and procedures deemed necessary or desirable for the well ordering of the school system; and, in general, the performance of all those duties as prescribed by the Board, the State Board, and the laws of the State of Maryland.
- B. 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 executive sessions, except when his employment, salary, or evaluation is under consideration, and the Superintendent may advise the Board on any question under consideration, but may not vote.

- C. The Board and its individual members agree to refer promptly appropriate criticisms, complaints, and suggestions concerning the school system to the attention of the Superintendent. The Board shall refrain from individual interference with the administration of school policies except through Board action. The Superintendent similarly agrees to share with the Board, as appropriate, all criticisms, complaints, and suggestions concerning the school system which may come to his attention.

## II. Performance

- A. The parties shall meet annually at a mutually agreed date between the end of one academic year and prior to the start of the next academic year, to establish the school system's goals and objectives for the ensuing school year. Specific criteria to measure progress toward the goals and objectives shall be mutually agreed upon and reduced to writing and shall be among the criteria upon which the Superintendent is evaluated.
- B. The Board shall provide the Superintendent with opportunities, as appropriate, to discuss the Superintendent-Board relationship. At least annually, the Board shall meet and discuss with the Superintendent the working relationships between the Superintendent and the Board. The Board will conduct an annual evaluation of the Superintendent's performance, including the performance of the school system for which the Board holds him accountable, before the beginning of each fiscal year. The evaluation instrument and the process shall be discussed and mutually agreed upon and shall be reduced to writing.

## III. Compensation

- A. The Board agrees to pay the Superintendent an annual salary of One Hundred Ninety Thousand, Five Hundred and Fifty Dollars (\$190,550), paid in equal bi-weekly installments.
- B. Pay raises will be the same as those provided to Administrators and Supervisors ("A&S"), plus performance-based raises or bonuses as may be provided by the Board, in its sole discretion.
- C. The Board shall provide the Superintendent with an automobile allowance of Nine Thousand Dollars (\$9,000) gross per year for gasoline and routine maintenance. In lieu of separate compensation, the Superintendent may elect to increase his basic compensation by the amount of the benefit.
- D. The Board shall provide the Superintendent with appropriate communication tools

as needed.

- E. The Superintendent is encouraged to join appropriate professional and community organizations and to attend local, state, and national level meetings and conferences. Membership in PSSAM, AASA, Rotary Club of Hagerstown, and ASCD will be paid directly by the Board. Membership in other organizations will be paid by the Board with Board approval. The Superintendent may attend in-state or regional conferences, and other conferences, as may be approved by the Board. Reasonable expenses incidental to membership and attendance at conferences shall be approved by the Board President or his/her designee.

#### IV. Leaves of Absence

##### A. Annual Leave

1. The Superintendent shall earn annual leave for each month of employment at the same rate as other A&S employees at the top tier and such leave will be advanced and available for the Superintendent's use on July 1 of the first year of this contract and, thereafter shall be accrued as for other A&S employees, at the rate of 1/26 of the annual benefit year.
2. The Superintendent shall have the option of carrying over to the next year the same number of annual leave days as other A&S employees at the top tier and any annual leave days in excess of the carryover amount will be rolled over into sick leave.
3. During the first year of this employment contract, the Superintendent may convert annual leave to personal leave, with the permission of the Board.
4. At the conclusion of each fiscal year, the Superintendent shall have the option of converting to cash and transferring to the Board-approved 457(b) Plan the same number of unused annual leave days as other A&S employees.
5. At the time of separation from employment, the Superintendent will be paid for earned and unused annual leave days using the same payout formula as that used for other A&S employees.

##### B. Sick Leave

1. The Superintendent shall earn sick leave for each month of employment at the same rate as other A&S employees and such leave will be advanced and available for the Superintendent's use on July 1 of each contract year.

2. The Superintendent may carry over to a subsequent year any and all unused sick leave days without limitation.
3. During the first year of this employment contract, the Superintendent may convert sick leave to personal leave, with the permission of the Board President.
4. The Superintendent shall have the option of converting the maximum number of unused sick leave days as is allowed under the most beneficial provision available to A&S employees.
5. At the time of separation from employment, the Superintendent will receive payment for earned and unused sick leave using the same terms and conditions as the most beneficial provision available to other A&S employees.

C. Personal Leave

1. The Superintendent shall receive as personal leave the same number of leave days provided to other A&S employees as personal business leave.
2. As provided to other A&S employees, unused personal leave may be accumulated as sick leave.

D. Bereavement Leave

The Superintendent shall receive the same number of bereavement days as other A&S employees.

V. Retirement

- A. The Board will contribute the sum of Ten Thousand Five Hundred Dollars (\$10,500) per year, in two equal installments payable in July and January of each contract year, to the Board-approved 403(b) Plan, as directed by the Superintendent, on behalf of the Superintendent.
- B. The Board will match dollar-for-dollar contributions made by the Superintendent into the Board-approved 457(b) Plan, up to a maximum of \$10,000 per contract year. The match will be made after the close of each contract year, but in no case later than August 1<sup>st</sup>.
- C. The Superintendent shall participate in the Maryland Teachers' Pension System, as required by State law.

VI. Life, Health and Disability Insurance

- A. The Superintendent shall receive the same basic Group Term Life Insurance benefit as other A&S employees. As with other A&S employees, the Superintendent shall be eligible to purchase additional layers of insurance using the same rate schedule as for other A&S employees.
- B. The Superintendent shall receive the same Long-Term Disability Insurance benefits as other A&S employees.
- C. The Superintendent shall receive for himself and his family the same health, dental, vision, and prescription benefits as those available to other A&S employees and contribute to premiums, deductibles, and co-pays at the same rates and using the same schedules as other A&S employees.

VII. Professional Liability

Except as provided herein, the Board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings 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 demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of his employment, and the actions of the Superintendent were not maliciously undertaken, and provided further that said expenses and costs are covered by the Maryland Association of Boards of Education (MABE) Insurance Pool. This coverage and indemnification is to be paid whether claims are made during or after his term as Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Board shall not, however, be required to provide for, or pay, any costs of any demands, claims, suits, actions, or legal proceedings in the event the Board and the Superintendent are adverse parties.

VIII. Medical Examination

The Superintendent shall have a comprehensive medical examination annually, the costs to be borne by the Board. The Superintendent shall inform the Board of any condition which would adversely affect his performance of the duties of Superintendent. The Superintendent in addition will undergo any medical examinations required in connection with the purchase or maintenance of any insurance provided for under this contract. The Superintendent agrees to disclose to the Board and to provide a copy of his medical report to the Board President, if specifically requested by the Board, and said report shall be maintained in a

confidential manner.

IX. Outside Employment

The Superintendent may accept and serve on the board of directors of for profit or not-for-profit entities so long as the duties of a director do not interfere with fulfilling the Superintendent's duties to the Board, the school system, and the public and do not present a conflict of interest. In addition, the Superintendent agrees that, if the Board determines that his membership on a particular board of directors is not in the best interests of the Washington County Public Schools, he will resign such position at the request of the Board.

X. Termination of Employment

- A. The Superintendent is subject to removal for cause in accordance with the applicable provisions of State law. Such removal shall be considered a breach of this contract and the Superintendent shall not be entitled to any severance or other benefits provided in this Agreement and any annual benefits provided to the Superintendent shall be pro-rated from the beginning of the contract year to the date of the breach.
- B. In addition to the provisions of paragraph A of this section, this Agreement shall be terminated upon the occurrence of one of the following conditions or events:
1. Death of the Superintendent.
  2. The placing or imposing of any restrictions or limitations upon the Superintendent by any governmental authority having jurisdiction over him so that he cannot engage in the professional service for which he is employed.
  3. The failure or refusal of the Superintendent to comply with the policies, standards, and regulations of the Board.
  4. The failure or refusal of the Superintendent to faithfully or diligently perform all of the provisions of this Agreement, the usual and customary duties of employment, and the statutory duties required of a county superintendent.
  5. Disability for a period of three (3) months from performing all of the duties of his office.
  6. Voluntary resignation of the Superintendent with the Board's consent.

7. Failure of the Superintendent to reside in Washington County, Maryland.

- C. If this Agreement is terminated in accordance with paragraphs B 2, 3, 4, or 6, the Superintendent shall not be entitled to any severance or other benefits provided in this contract and any annual benefits provided to the Superintendent shall be prorated from the beginning of the contract year to the date of termination.

XI. This Agreement

- A. Nothing in this Agreement is intended to, nor shall it, supersede or be contrary to or inconsistent with the provisions of applicable State law. The invalidity of one or more phrases, sentences, clauses, sections or paragraphs shall not affect the remaining portions, so long as the material purposes of this agreement can be determined and effectuated.
- B. This contract shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.
- C. The parties agree that this contains the entire agreement between them as of this date, and that the consent of the parties has not been coerced or unlawfully induced by either party or their representatives or induced by either party or their representatives as to promises, provisions, or undertakings not expressed herein and that there are no collateral agreements, stipulations, promises or understandings whatsoever in any way affecting the subject matter of this contract that are not expressly contained in this contract.
- D. The Superintendent will maintain throughout his term a valid and appropriate certificate to act as Superintendent of Schools in the State of Maryland and the failure to maintain such certification shall terminate his employment and all obligations hereunder as of the date of loss of certification.
- E. This contract is contingent on the Superintendent living in Washington County, Maryland, during the entire term of appointment, and failure to reside in Washington County shall constitute a breach of this contract, loss of all benefits provided under this contract, and termination of employment.
- F. Any amendments or addendums to this agreement may be made by mutual consent and must be expressed in writing, approved by official action of the Board and accepted in writing by the President of the Board and by the Superintendent.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wayne D. Ridenour  
President  
Board of Education of Washington County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clayton M. Wilcox, Ed.D.  
Superintendent of Schools of  
Washington County