

**EMPLOYMENT CONTRACT  
BETWEEN THE  
BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY  
AND  
KEVIN M. MAXWELL, Ph.D.**

**THIS EMPLOYMENT CONTRACT** is made and entered into this 9<sup>th</sup> day of July, 2013, by and between the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY** (hereinafter referred to as **BOARD**) and **KEVIN M. MAXWELL, Ph.D.** (hereinafter referred to as **CHIEF EXECUTIVE OFFICER or CEO**).

**WHEREAS**, the parties to this Contract, namely the Board and the Chief Executive Officer, recognize the mutual benefits that the appointment of a CEO has to the proper administration of the Prince George's County Public Schools (hereinafter referred to as **SCHOOLS or PGCPs**), and the furtherance of the best possible educational program for the students enrolled in PGCPs; and

**WHEREAS**, the parties to this Contract, namely the Board and the CEO, fully acknowledge the mutual benefits and mutual legal obligations inherent in the appointment of a Chief Executive Officer; and

**WHEREAS**, the parties to this Contract, namely the Board and the CEO, recognizing the legal responsibilities of appointing a CEO, and the duties and responsibilities of the CEO, as prescribed by Sections 4-102, 4-120, 4-201.1, 4-204 and 4-402 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 CEO, believe that the interest of the students, the Schools, the citizens of Prince George's County, and the staff of Prince George's County Public School System is 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**

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1.1 It is agreed by and between the Board and the CEO that the Board does employ Kevin M. Maxwell, Ph.D., as Chief Executive Officer for the term prescribed by Section 4-201.1(d)(1) of the Education Article of the *Annotated Code of Maryland*, namely, four (4) years beginning August 1, 2013 and ending June 30, 2017. The parties agree that the CEO shall perform the duties prescribed by the laws of the State of Maryland, the rules and regulations of the Maryland State Board of Education, and the policies and administrative procedures of the Board.

**2. PROFESSIONAL CERTIFICATION & RESPONSIBILITIES**

2.1 The CEO currently possesses a valid certificate issued by the State Superintendent of Schools, in accordance with Section 4-201.1(e)(1)(i) of the Education Article of the *Annotated Code of Maryland* and agrees to maintain valid and appropriate certification during the term of his employment.

2.2 The CEO shall be responsible for the overall administration of PGCPS in accordance with section 4-402 (b) (1) of the Education Article of the *Annotated Code of*

*Maryland.* The CEO shall be responsible for the following:

A. Overall administration of the Schools, the day-to-day management and oversight of the fiscal affairs of PGCPS, including the management of activities listed in Section 4-402(b)(2) of the Education Article of the *Annotated Code of Maryland*;

B. Hiring and setting the salaries of executive staff as set forth in Sections 4-402(c) and (d) of the Education Article of the *Annotated Code of Maryland*;

C. Serving as the executive officer and Secretary/Treasurer of the Board pursuant to Section 4-102 (3) of the Education Article of the *Annotated Code of Maryland*;

D. Selecting and assigning teachers and other employees of the Schools, organizing and/or reorganizing the administrative departments and taking other actions that best serve PGCPS in accordance with the laws of the State of Maryland;

E. Suggesting regulations, policies, and procedures deemed necessary for the well being and order of the Schools in accordance with Section 4-204 (b) of the Education Article of the *Annotated Code of Maryland*; and,

F. Performing all duties incident to the office of CEO 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.

2.3 The Board Members individually and collectively agree to refer criticisms, complaints, and suggestions called to their attention to the CEO for study, review, investigation and/or recommendation.

2.4 The CEO shall, personally, or through a Designee, in accordance with

Section 4-102(b) of the Education Article of the *Annotated Code of Maryland*, attend all meetings of the Board and its committees, unless the evaluation of the CEO, his tenure, salary, or administration of the CEO's office is under consideration. The CEO 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.

2.5 The CEO agrees to devote his full time to employment by the Board of Education of Prince George's County. The CEO agrees to devote his best efforts and all of his time and attention exclusively to the duties of CEO of Prince George's County Public Schools, exclusive of such vacation periods, legal holidays, and other days off as provided in this Contract. The Board realizes that the CEO 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 CEO's obligations under this Contract.

2.6 The CEO is required to keep and maintain all records relating to Board and administrative business in the form and manner required by the State of Maryland, the Maryland State Board of Education (MSDE), and/or the Board. The CEO will be required from time to time to prepare reports, documents, contracts, and correspondence as required by the Board and as required by MSDE, the State of Maryland, U.S. Department of Education or other entities with which the Board does business in addition to the Prince George's County Executive and Prince George's County Council. All of these reports and related records are the property of the Board.

### 3. COMPENSATION

3.1 The annual salary of the CEO for the first year of the term of this Contract shall be two hundred ninety thousand dollars, (\$290,000), payable bi-weekly and subject to applicable withholdings. This annual salary rate shall be paid to the CEO 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.

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3.2 The annual salary for each subsequent year of this Contract, effective July 1, 2014, may be increased by an amount as determined by the Board, but in no event may the annual salary of the CEO be reduced during the term of this Contract, except as mutually agreed upon by the parties in accordance with Section 4-202 of the Education Article of the *Annotated Code of Maryland*.

3.3 The CEO shall be entitled to receive at least the same percentage cost of living adjustment (COLA) each year as is granted to employees based on the average COLA of all other PGCPs employee groups. However, the CEO agrees that should he receive a performance bonus in an amount equal to or greater than the COLA, as specified below in Paragraph 3.4 in any fiscal year, he will not receive a COLA in addition thereto, and appropriate adjustments will be made if the bonus is provided after the COLA has been effectuated.

3.4. The Board shall consider after the end of each fiscal year whether to pay the CEO an annual performance bonus. The performance bonus may be in an amount up to

10% of the CEO's annual salary for the previous fiscal year and will be based upon the Board's evaluation of the CEO's performance. The criteria to be used by the Board shall be reduced to writing and include measurable standards mutually agreed upon by the Board and the CEO by October 31 of each year. These standards shall address in part the priorities of the Board, as determined by the Board. Payment of a performance bonus shall be in the sole discretion of the Board and shall be paid only upon approval by a majority of the Board. The Board shall vote on the performance bonus and pay any bonus awarded by October 31 of each year, beginning in 2014, but this date may be extended by the Board. Should the Board determine not to provide the CEO with a performance bonus in any year of his employment, the CEO shall be eligible to receive a COLA if the COLA is granted as specified above in Paragraph 3.3.

3.5 The CEO shall participate in the appropriate State and local pension/retirement systems, as provided by law, with appropriate deductions being taken from his salary.

3.6 In addition to the CEO's annual salary, the Board will also contribute the amount of \$43,000 for Fiscal Year 2014 and this same amount each Fiscal Year of this Contract thereafter to the CEO's section 457 Plan and section 403(b) Plan, as designated by the CEO. These payments shall be made in four (4) equal quarterly payments during each year of this Contract. Subsequent to Fiscal Year 2014, the CEO and the Board may agree to renegotiate this term of the Contract upon request of the CEO.

#### **4. LEAVE AND OTHER BENEFITS**

4.1 The CEO shall be entitled to 36 days of annual leave each year, which shall be available to him at the beginning of the term of this Contract and on July 1 of each year thereafter, the CEO shall be credited with 36 days of annual leave to be used during a fiscal year. The CEO, at the end of each Fiscal Year, at his sole option, may: (1) carry over all or a portion of such accumulated and unused annual leave, up to 10 days, to the subsequent year; (2) convert all or a portion of such leave, up to 10 days, to additional compensation (calculated at a per diem rate of 1/260 of the CEO's annual salary); or (3) convert such portion of such leave, up to 10 days, as may be permitted by the Internal Revenue Code, to contributions into the CEO's qualified deferred compensation plans or Tax Sheltered Annuities (TSA), as designated by the CEO. In addition, the CEO shall be entitled to be paid for accumulated and unused annual leave, up to 25 days, (calculated at a per diem rate of 1/260 of the CEO's annual salary) upon his separation from service with the Board.

4.2 The CEO shall be entitled to 15 days of sick leave for each Fiscal Year of this Contract, which may be accumulated and carried over from year to year, without limitation. In addition, the Board shall credit the CEO with 65.75 days of sick leave, which is the amount he accrued while employed as Superintendent of Anne Arundel County Public Schools, but did not use, prior to becoming CEO. All of the CEO's sick leave shall be available to him at the beginning of the term of this Contract. The CEO shall not be entitled to cash out or convert any such sick leave, but upon retirement, may

use such leave as creditable service with the Maryland State Retirement and Pension System, as permitted by law.

4.3 The CEO and his eligible dependents will be covered, at his option, at the Board's total cost, on the Board's medical, dental, vision, and prescription insurance plans. In the event the CEO retires after the term of this Contract, he will be eligible to participate in the retirees' health insurance program, in the same manner as other executive staff employees, without any requirement of length of employment with the School System, as long as allowable by law.

4.4 The Board shall pay the full premium for a policy of disability insurance and/or supplemental disability insurance for the CEO that provides a benefit of two-thirds of the CEO's salary.

4.5 The Board shall pay the full premium for a life insurance policy covering the CEO in an amount equal to twice his salary, and shall pay the full premium for a supplemental life insurance policy, covering the CEO, in the face amount of \$500,000, with the beneficiary/beneficiaries of both policies to be designated by the CEO.

4.6 During the course of this Contract, the Board shall provide the CEO with a PGCPs-owned or PGCPs leased vehicle for local and in-State travel to conduct school district business. In addition, PGCPs will provide the CEO with a driver and security personnel, as needed, while he is on travel for official business for PGCPs. Should the CEO use his personal vehicle for such purposes, PGCPs will pay expenses for gasoline, insurance, maintenance, and repairs in connection with the use of his personal vehicle.



4.7 During the term of this Contract, the Board shall provide the CEO with a personal computer/laptop, software appropriate for his duties, cellular telephone or personal communication device, modem telephone lines and a telefax machine for the CEO's use in his home office and will pay all costs associated with same, to allow him to be available as needed to perform his duties as CEO.

## 5. EXPENSE REIMBURSEMENT

5.1 The Board recognizes that the CEO will incur expenses from time to time, as the Board's representative, at civic and school related functions within Prince George's County, the State of Maryland, and the continental United States, in the pursuit of educational excellence, private funding and grants, and for other reasons in support of PGPCS. In addition, the Board expects the CEO to continue his professional development and further expects him to participate in relevant learning experiences and attend appropriate professional meetings, seminars, and workshops at the local, state and national level. Finally, the Board agrees that the CEO should continue his memberships in customary national, state, and local professional organizations to which a CEO of a public school system regularly belongs. For these responsibilities and related expenses, the Board shall pay or reimburse the CEO for reasonable expenses up to a maximum amount of \$25, 000 per year. For expense reimbursements of any kind, the CEO shall file itemized expense statements with the Board Chair, who will review same, and upon approval of the Board Chair, which approval will not be unreasonably withheld, the Board shall reimburse the CEO for reasonable business expenses he incurs on behalf of

the Board and PGCPS. The Board may direct the CEO to attend conferences and meetings that the Board believes will enhance the CEO's ability to fulfill his duties and responsibilities. The parties further agree that the CEO and the Board Chair may agree to increase that amount, with notice to the Board, if it appears to be in the best interest of the Board and PGCPS to do so.

## **6. REVIEW AND ASSESSMENT OF PERFORMANCE**

6.1 Both the Board and the CEO recognize that a carefully developed and implemented evaluation process is a valuable part of Board/CEO communication. The Board shall evaluate and assess, in writing, the performance of the CEO at least once per year, generally not later than November 1, of each year, during the term of this Contract. The format of the CEO's evaluation and the evaluation instrument shall be developed by the Board, in collaboration with the CEO. It is anticipated that the evaluation of the CEO will include, but not be limited to, assessment of progress in student achievement goals, working relationships with the Board, other government agencies and stakeholders (including parents, community and staff), and performance of duties required by law and standards of professional conduct. The evaluation of the CEO shall be based on the agreed upon goals and objectives established by the parties.

## **7. TERMINATION**

7.1 This Contract may be terminated prior to the expiration of the four-year term by (1) mutual agreement of the parties; (2) retirement of the CEO; (3) death or permanent disability of the CEO; (4) resignation of the CEO; or (5) termination 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 CEO by the State Superintendent of Schools for cause, the CEO's compensation and all other benefits will cease.

If the parties mutually agree to terminate this Contract prior to the expiration date, they also may agree (but are not required to agree) to a severance payment for the CEO. The Board and CEO agree that to the extent practicable, either party will provide 90 days prior written notice to the other party of the intent to terminate this Contract.

## **8. PROFESSIONAL LIABILITY**

8.1 The Board shall, to the fullest extent allowed by law, defend, hold harmless, and indemnify the CEO from any and all demands, claims, suits, actions and legal proceedings brought against the CEO in his individual or official capacity, so long as he is acting within the scope of his employment and without malice or gross negligence or his conduct is not in violation of a criminal statute and he has acted in his official capacity as agent and employee of the Board, in accordance with Section 4-105 of the Education Article, *Annotated Code of Maryland*. Such indemnity shall include the costs and attorney's fees reasonably required to effectuate this provision. The obligations under this section may be met through the Board's existing liability insurance program. For indemnification not provided by any insurance coverage the parties will in good faith endeavor to retain an attorney who is on the MABE/LSA Panel and that if unable to do so, they will, in good faith, attempt to retain an attorney at the same hourly rates as

reflected by the MABE/LSA Panel. In no case will individual Board members be considered personally liable to defend, hold harmless, or indemnify the CEO against such demands, claims, suits, actions and/or legal proceedings.

If, in the good faith opinion of the CEO, an actual conflict with the Board exists, or potentially could reasonably exist, between the legal position of the CEO and the legal position and responsibilities of the Board regarding the defense of any claim against the Board or the CEO, the CEO may engage his own counsel, in which event the Board will indemnify the CEO for the costs of his legal defense, as permitted by State law and within the parameters described above. This provision shall survive the expiration and/or termination of this Contract.

## **9. SECURITY**

9.1 In the event the life or safety of the CEO and/or his family is threatened or otherwise appear endangered during his position as CEO or because of the performance of his official duties, the Board, in consultation with appropriate law enforcement officials, shall provide reasonable protection for him and/or his family, as the Board determines proper, with all costs paid by the Board.

## **10. OTHER ACTIVITIES**

10.1 The duties and responsibilities of the CEO require full-time employment and frequently require the CEO to attend to his duties during the evenings, weekends, and holidays. The CEO shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as CEO. The Board

recognizes that certain outside activities that will not interfere with the performance of the CEO's duties may have a beneficial impact on the CEO's professional growth and on the School System. Thus, the Board agrees to permit the CEO, subject to prior approval by the Board Chair and notice to the Board, to teach, serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis; engage in private consulting and speaking engagements; and accept appointments to foundations, boards or commissions, so long as none of these activities interferes with the CEO's performance of his duties under this Contract. Any honoraria or other compensation paid to the CEO in connection with such activities shall be retained by the CEO. Any expense reimbursement received by the CEO shall be paid to the Board, if the Board paid for the expense. The CEO shall report to the Board, no later than July 1 of each Contract year, all such outside activities in which he has engaged during the preceding year.

**11. REIMBURSEMENT FOR EARLY RESIGNATION PENALTY**

11.1 The Parties acknowledge that at the time of the execution of this Contract, the CEO is under a Memorandum of Agreement with the Board of Education of Anne Arundel County, which contains a penalty of \$10,000 for each month or a portion of a month that is less than three months from the notice of resignation until the date of resignation. The Board agrees to pay the Board of Education of Anne Arundel County, or reimburse the CEO, for any such penalty the CEO incurs by virtue of his resignation under that Memorandum, up to a maximum of \$15,000.

**12. RENEWAL OF EMPLOYMENT CONTRACT**

12.1 Any renewal of this Contract shall be governed by the laws of the State of Maryland.

**13. SEVERABILITY & GOVERNING LAW**

13.1 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 Prince George's 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. 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.

**14. WAIVER OF BREACH**

14.1 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.

**15. AMENDMENT**

15.1 This Contract may be amended during its term by mutual written consent of the Board and the CEO. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by the Board Chair and the CEO.


**16. APPROVAL OF THE STATE SUPERINTENDENT**


16.1 This Contract shall be null and void unless the appointment of the CEO is approved in writing by the State Superintendent of Schools, pursuant to Section 4-201.1(e)(2) of the Education Article of the *Annotated Code of Maryland*.

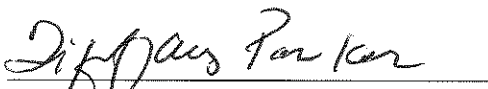
**17. SIGNATORY CLAUSE**

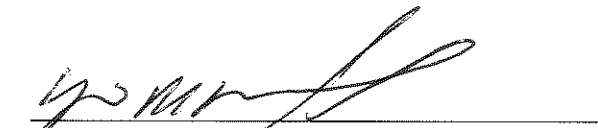
17.1 This Agreement and Contract is entered into by the parties in compliance with the laws of the State of Maryland. This Contract is subject to the laws of the State of Maryland and shall always be construed in a manner consistent with the laws of the State of Maryland, the requirements of the Maryland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

**IN WITNESS WHEREOF**, the parties have entered into this Contract as of the date set forth above and this action is taken by **KEVIN M. MAXWELL, Ph.D.**, as Chief Executive Officer, and the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY**, by its Chair.

  
Witness

  
Segun C. Eubanks, Ed.D., Chair  
Board of Education of  
Prince George's County

  
Witness

  
Kevin M. Maxwell, Ph.D.  
Chief Executive Officer  
Prince George's County  
Public Schools