

EMPLOYMENT AGREEMENT

BETWEEN DR. CHERYL L. DYSON

AND THE BOARD OF EDUCATION OF FREDERICK COUNTY

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 26th day of April 2022, by and between the BOARD OF EDUCATION OF FREDERICK COUNTY, MARYLAND, a body politic and corporate, ("Board") and DR. CHERYL L. DYSON ("Dr. Dyson" or "Superintendent"), collectively identified as "the Parties."

WHEREAS, the Board desires to and will appoint Dr. Dyson as Superintendent of Schools for Frederick County, Maryland, *contingent upon the approval of the State Superintendent of Schools*, as required by law, effective July 1, 2022, and ending on June 30, 2026, unless extended by subsequent agreement of the Parties; and

WHEREAS, Dr. Dyson has agreed to accept such an appointment; and

WHEREAS, the Board and Dr. Dyson have successfully negotiated the terms of a written employment contract in order to define the terms and conditions of the Superintendent's employment; promote communication between the Parties in the governance and operation of the Frederick County Public School System ("FCPS"), and enhance administrative stability and continuity within the school system, which the Board believes will improve the quality of its overall operation of the school system and the educational program;

NOW, THEREFORE, in consideration of the above premises, which are hereby fully incorporated by reference, and promises each makes to the other, as set forth below, the Board and Superintendent agree to the following:

1. Term of Contract

As set forth above, unless otherwise terminated in accordance with this Agreement, Dr. Dyson shall serve as Superintendent of the Frederick County Public School System from July 1, 2022, until June 30, 2026.

2. Professional Certification and Responsibilities

A. Certification. The Superintendent shall hold and shall maintain during the term of this contract, and any extensions thereof, a valid certificate for a superintendent of schools issued by the State of Maryland, and shall meet all other qualifications imposed by Maryland law.

B. Duties. Dr. Dyson shall serve as secretary/treasurer to the Board and carry out those duties and responsibilities set forth in the State's Public School Laws, the rules and regulations of the Maryland State Board of Education, and the policies, regulations, procedures, and requests of the Board made in accordance with its responsibilities. Without written consent, the Board cannot reassign the Superintendent to another position or reassign Superintendent duties to other employees.

C. Outside Activities. The Superintendent shall devote her full time, attention, and energy to her

duties as Superintendent of the Frederick County Public School System. However, the Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, teach and engage in other activities that are of a short-term in duration, with advance, written notice to the members of the Board, written consent of the Board President or designee, and use of personal or annual leave for activities for which she receives remuneration.

3. Compensation

The Board shall pay the Superintendent an annual base salary of Two-Hundred and Sixty-Five Thousand Dollars (\$265,000) to be paid in accordance with the schedule of salary payments in effect for other certified employees. The Board, in its sole discretion, shall provide the Superintendent increases based on her performance, fiscal realities, and increases, if any, given to administrative employees.

4. Benefits

The Board will provide Dr. Dyson with the following benefits.

A. Annual Leave

The Superintendent shall accrue thirty (30) days of annual leave each fiscal year. The Superintendent may carry over unused annual leave so long as the total number of accumulated, unused days does not exceed 60 days. Any accrued and unused annual leave in excess of 60 days shall be converted to sick leave.

On the date of the Superintendent's retirement, or on such other date as the Parties may agree in writing, the Superintendent is eligible to be paid for up to 60 days of her unused annual leave at her then-applicable per diem rate of pay.

The Superintendent may cash out up to 10 days per year at her then-applicable per diem rate of pay.

B. Sick Leave

The Superintendent shall accrue twelve (12) days of sick leave each fiscal year. Unused sick leave may carry over without limitation on the number of days. On the date of her retirement, or on such other date as the Parties may agree in writing, the Superintendent is eligible to be paid for accumulated, unused sick leave at sixty percent (60%) of her then-applicable per diem rate of pay. In addition, in accordance with the Code of Maryland Regulations, the Superintendent may transfer to FCPS, without change, up to a maximum of 100 days of earned, but unused, sick leave accrued in her employment with a Maryland school district immediately prior to her appointment and employment with FCPS.

C. Personal Leave

The Superintendent shall accrue three (3) days of personal leave each fiscal year. Unused personal leave may carry over without limitation on the number of days. On the date of her

retirement, or on such other date as the Parties may agree in writing, the Superintendent is eligible to be paid for accumulated, unused personal leave at sixty percent (60%) of her then-applicable per diem rate of pay.

D. Bereavement Leave

The Superintendent shall be entitled to:

- (1) up to five (5) days at any one time in the event of the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the Board President.
- (2) up to three (3) days at any one time in the event of the death of a grandfather, grandmother, grandfather-in-law, grandmother-in-law, aunt, or uncle, and those who stand in the same status as determined by the Board President.
- (3) up to one (1) day in the event of the death of a niece or nephew and those who stand in the same status as determined by the Board President.

E. Jury Duty

The Superintendent shall receive the time necessary for jury duty provided that the Superintendent asks to be excused and her request is not granted.

F. Health Insurance

The Superintendent is eligible to participate in the FCPS family medical plan, prescription and vision insurance at the same cost share as eligible, active employees of Frederick County Public Schools.

The Superintendent is eligible to participate in the FCPS family dental plan and, if the Superintendent wishes to participate in the dental buy-up option, she can participate at the same cost share as eligible, active employees of Frederick County Public Schools. The Board will pay one hundred percent (100%) of the annual premium cost for the FCPS dental plan for the Superintendent, as an individual employee.

G. Life Insurance

The Board will pay the full cost of term life insurance, including accidental death and dismemberment, for the Superintendent in an amount equal to twice the base salary set forth in paragraph three (3) of this Agreement, rounded to the nearest \$1,000.

H. Transportation

In light of the unique nature of the professional duties of the Superintendent, the Board shall

provide the Superintendent with a car allowance of seven hundred dollars (\$700) per month.

I. Retirement and Deferred Compensation

The Board will pay contributions into the State retirement plan, as permitted by law, on behalf of the Superintendent. In addition, an amount equal to eight percent (8%) of the Superintendent's base salary as set forth in paragraph 3 of this Agreement, will be paid in quarterly installments, paid at the end of each quarter, by the Board to the Board of Education of Frederick County Defined Contribution Plan, a qualified employer plan. If the Superintendent fails to complete a year of the Agreement, the Board will prorate its contribution based on the percentage of the year completed

5. Expenses

The Board shall pay or reimburse Superintendent for reasonable and necessary expenses incurred in the continuing performance of her duties under this Agreement, as approved by the Board through its President who will review and, if approved, forward them for processing and payment. Approval by the Board President will not be unreasonably withheld.

6. Educational, Community, and Civic Engagement

The Board expects the Superintendent to be involved in the educational, community, and civic life of Frederick County, the State of Maryland, and, as appropriate, the nation. Therefore, the Board will pay for the Superintendent's membership in Maryland, regional, and national educational organizations and Frederick County community/civic organizations, as approved by the Board President or designee, whose approval will not be unreasonably withheld, and for continuing education related to her position as Superintendent and designed to enhance her performance as Superintendent.

7. Professional Liability

The Board will provide professional liability coverage in accordance Sections 4-105 and 4-106 of the Education Article and Section 5-518 of the Courts and Judicial Proceedings Article and the Board's liability insurance procured pursuant to and in satisfaction of these legal requirements.

8. Technology

The Board will provide and pay for the technology and operation of the technology necessary to carry out the duties and obligations of the Superintendent. The Superintendent acknowledges that all technology devices provided by FCPS and the data that resides upon them belong to FCPS and that these devices will be used primarily for business purposes. The Superintendent agrees that personal devices will not be used for matters involving the administration of FCPS or in carrying out the duties and responsibilities of her office. Data contained on FCPS-provided devices shall be maintained and may be downloaded by FCPS periodically, by the Director of Technology Infrastructure, chief financial officer, or their authorized designee, or by an individual appointed by the Board. Any deliberate attempt by the Superintendent, or someone acting at her explicit direction, to delete FCPS data that is not authorized, in writing, by the Board will be deemed a material breach of the Superintendent's duties and this Agreement.

9. Board – Superintendent Communications and Working Relationship

No later than September 1, 2022, and annually thereafter, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. In addition, the Board members, individually, and the Board collectively, shall promptly refer to the Superintendent any criticisms or complaints about the Superintendent or the administration of the public schools for her attention and, if warranted, her study and recommendations.

10. Evaluation

No later than August 1 of each year of this Agreement, the Board and the Superintendent shall meet to discuss and agree on the goals for the pending school year and on the instrument and process for the Superintendent's annual evaluation. The agreed upon annual goals shall be reduced to writing and shall be part of the Superintendent's annual evaluation. The Board shall conduct the annual evaluation of the Superintendent on a timetable to be agreed to by the Parties. The Board's evaluation of the Superintendent shall be reasonably related to the position of the superintendency, including the duties in Section 2 of this contract, and the agreed upon goals. At a time agreed to by the Parties, but at least three (3) weeks prior to the Board's consideration of the Superintendent's evaluation, the Superintendent shall provide the Board a self-appraisal using the agreed upon evaluation instrument and the Board shall take the self-appraisal into consideration in conducting the Superintendent's annual evaluation. The Board shall provide the Superintendent this annual evaluation in writing using the agreed upon evaluation instrument.

11. Termination

This Agreement may be terminated by the mutual agreement of the Parties, by the retirement of the Superintendent, by the death or disability of the Superintendent, or for cause in accordance with Section 4-201(d) of the *Education Article, Annotated Code of Maryland*.

If due to accident or illness, or any other cause, the Superintendent is disabled and unable to perform all of the duties and responsibilities of her position for sixty (60) consecutive days or more, the Board may hire a physician to review the Superintendent's medical records in order to advise the Board which shall have the discretion to determine whether any disability preventing her from performing all of the duties and responsibilities of her position is temporary or permanent and, if temporary, the length of time under which she will be disabled, as defined herein, in his or her medical opinion. The Superintendent, for herself, her representatives, and agents, hereby agrees to provide access to such medical records for this purpose. If the Board determines that the Superintendent's disability warrants termination of this Agreement, then the Board may request, in writing, that the Superintendent resign and the Superintendent herself, or through an agent or guardian, hereby agrees to resign within three (3) days of the written request, unless otherwise agreed by the Parties, terminating this Agreement and the respective duties, rights, and obligations hereof.

12. Amendment

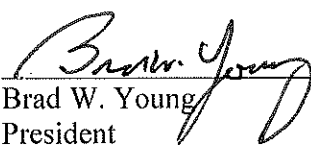
This Agreement may be amended during the term by mutual written consent of the Parties and any

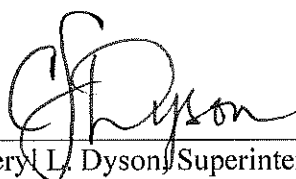
such amendment shall be in writing and must be approved by official action of the Board and accepted in writing by the Board President or other designee of the Board and by the Superintendent.

13. Governing Law

This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Maryland, regardless of any conflicts of law principles.

IN WITNESS WHEREOF, the Board of Education, by duly approved resolution, has caused this Agreement to be approved and has authorized its execution in the Board's name and on its behalf by an authorized officer, and Dr. Dyson, Superintendent, individually, has accepted the terms and conditions of this Agreement, effective July 1, 2022, and the Parties hereby affix their respective hands and seals on the date indicated.

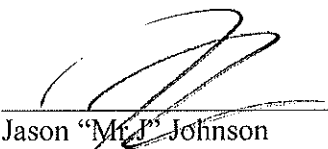
 (SEAL)
Brad W. Young
President

 (SEAL)
Cheryl L. Dyson, Superintendent

 (SEAL)
Sue Johnson
Vice President

 (SEAL)
Liz Barrett

 (SEAL)
David Bass

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Jason "Mr. J" Johnson

 (SEAL)
Jay Mason

Karen A. Yoho (SEAL)
Karen A. Yoho

Date: April 26, 2022