

## **EMPLOYMENT AGREEMENT**

**BETWEEN DR. MICHAEL J. MARTIRANO**

**AND THE BOARD OF EDUCATION OF HOWARD COUNTY**

THIS EMPLOYMENT AGREEMENT (Agreement) is made this 22<sup>nd</sup> day of June 2017, by and between the BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND, a body politic and corporate, (hereinafter referred to as the Board) and DR. MICHAEL J. MARTIRANO (hereinafter referred to as Dr. Martirano or Interim Superintendent), collectively identified as the Parties.

WHEREAS, the Board has appointed Dr. Martirano as the Interim Superintendent of Schools for Howard County, Maryland, for a period of one (1) year commencing on July 1, 2017, and ending on June 30, 2018, subject to the approval of the State Superintendent of Schools, as required by law, and successful negotiation of an employment agreement; and

WHEREAS, the State Superintendent of School has approved Dr. Martirano's appointment as Interim Superintendent; and

WHEREAS, the Board and the Interim Superintendent have successfully negotiated the terms of a written employment contract in order to define the terms and conditions of the Interim Superintendent's employment; describe specifically the relationship of the parties, which includes the applicable provisions of Maryland law setting forth the respective rights, responsibilities, and duties of the Board and the Interim Superintendent, incorporated herein; promote communication between the parties in the governance and operation of the Howard County Public School System, and enhance administrative stability and continuity within the Howard County Public 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 Interim Superintendent agree to the following:

### **1. Term of Contract**

As set forth above, unless otherwise terminated pursuant to Section 11 herein, Dr. Martirano shall serve as the Interim Superintendent of the Howard County Public School System from July 1, 2017, until June 30, 2018.

### **2. Professional Certification and Responsibilities**

a. Certification. The Interim 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 he shall meet all other qualifications imposed by Maryland law.

b. Duties. Dr. Martirano 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.

c. Outside Activities. The Interim Superintendent shall devote his full time, attention, and energy to his duties as Interim Superintendent of the Howard County Public School System and shall not participate in any outside employment or activities that would interfere in any manner with the performance of his duties as Interim Superintendent.

### **3. Professional Growth of Superintendent**

The Board encourages the continuing professional growth of the Interim Superintendent through his participation in programs and other activities conducted or sponsored by local, state, and national school administrator and school boards associations; seminars, courses, and diploma-bound programs offered by public or private educational institutions. The Board will support the Interim Superintendent's participation in such activities at the Board's expense, subject to approval by the Board, through its chairman, which approval shall not be unreasonably withheld.

### **4. Compensation**

The Board shall pay the Interim Superintendent a salary of Two-Hundred and Seventy-Six Thousand Dollars (\$276,000) to be paid in accordance with the schedule of salary payments in effect for other certified employees.

### **5. Benefits**

a. Sick Leave. Sick leave earned at the rate of two (2) workdays per month for a total of twenty-four (24) per year, all available at the beginning of the fiscal year.

b. Annual Leave. Annual leave shall be earned at the rate of two (2) workdays per month for a total of twenty-four (24) days of annual leave, all available at the beginning of the fiscal year.

c. Personal Leave. Four (4) personal days, all available at the beginning of the fiscal year, shall be available for the Interim Superintendent's use.

d. Professional Membership. The Board will pay the Interim Superintendent's membership in the American Association of School Administrators, the Public School Superintendents' Association of Maryland, and the Washington Area School Study Council. Payment of membership dues in other professional or business organizations shall be subject to Board approval through its chairman.

e. Insurance. The Board shall pay the Interim Superintendent a total of Five Hundred Dollars (\$500) per month to cover the cost of health, dental and life insurance.

d. Equipment. The Board shall provide Dr. Martirano, at its expense, a business cell phone and other communications equipment, such as a facsimile machine and computer, needed to facilitate the carrying out of his duties and responsibilities as Interim Superintendent.



## **6. Expenses**

The Board shall pay or reimburse the Interim Superintendent for reasonable and necessary expenses incurred in the continuing performance of his duties under this employment contract, as approved by the Board, through its chairman.

## **7. Transportation**

In light of the unique nature of the professional duties of the Interim Superintendent position, the Board shall provide him with a total monthly car allowance of Eight-Hundred and Fifty Dollars (\$850).

## **8. Housing**

In light of the limited tenure of the Interim Superintendent position, the Board shall reimburse Dr. Martirano, up to Twenty-Five Thousand Dollars (\$25,000), for temporary housing in Howard County paid by him while employed as Interim Superintendent.

## **9. Board-Interim Superintendent Relations**

The Board and the Interim Superintendent pledge and agree to work closely together for the benefit of the public school students, staff, and greater community and in pursuit of the goals and objectives established for the Howard County Public School System. To encourage a frank and open dialogue between the Board and the Interim Superintendent, the Board and the Interim Superintendent shall meet mid-year and again toward the end of the term of this Employment Agreement to assess the Interim Superintendent's performance as Interim Superintendent and to elicit feedback from the Interim Superintendent regarding his performance, the progress of the Howard County Public School System in meeting goals and objectives, and ideas for improvement, including improved support and communication between the Board and the Interim Superintendent. The Interim Superintendent and the Board shall agree on a format/evaluation instrument to guide the Parties in this activity. At a minimum, a summary of the mid-year and end-of-year reviews will be reduced to writing, with a copy provided to both Parties.

## **10. Professional Liability**

The Board shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him, with in his individual or official capacity, provided that: (a) the demand, claim, suit, action, or legal proceedings arose while he was acting as Interim Superintendent, within the scope of his employment and without malice or gross negligence; (b) such defense and indemnity is consistent with and within the limits of State law and the provisions of any insurance obtained by the Board for such purposes; and (c) the demand, claim, suit, action, or legal proceeding is civil and not criminal in nature. In no case will individual Board members be considered personally liable for indemnifying the Interim Superintendent in such proceedings and neither the Board nor the Board members shall pay or reimburse the Interim Superintendent for legal fees or any costs incident to any legal proceeding brought by the Interim Superintendent against the Board or in any other instance where the interests of the Board and the Interim Superintendent are adverse to each other. This Section 10 shall survive termination of this contract.



## 11. Termination

This Agreement may be terminated by the mutual agreement of the Parties, by the retirement of the Interim Superintendent, by the death or disability of the Interim 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 Interim Superintendent is disabled and unable to perform all of the duties and responsibilities of his position for three (3) consecutive weeks or more, the Board may hire a physician to review the Interim Superintendent's medical records in order to advise the Board which shall have the discretion to determine whether any disability, as defined herein, warrants termination of this Agreement and the Interim Superintendent, for himself, his representatives, and agents, hereby agrees to provide access to such medical records for this purpose. If the Board determines that the Interim Superintendent's disability warrants termination of this Agreement, then the Board may request, in writing, that the Interim Superintendent resign and the Interim Superintendent himself, 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, except as otherwise set forth herein.


## 12. Amendment


This Agreement may be amended during the term by mutual written consent of the Board and the Interim Superintendent 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 Chairman and the Interim Superintendent.

## 13. General Provisions

If, during the term of this Agreement, it is found that a specific clause is illegal or unenforceable under federal or state law, the remainder of the Agreement not affected by such shall remain in force. In the event of a dispute between the Parties concerning this Agreement, in whole or in part, the Parties agree to use their best efforts in good faith to resolve the dispute amicably and informally, using Alternative Dispute Resolution methods, if necessary. 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 the Interim Superintendent, individually, has accepted the terms and conditions of this Agreement, effective on the 1<sup>st</sup> day of July, 2017, and the Parties hereby affix their respective hands and seals on the date indicated.

  
Cynthia L. Vaillancourt, Chairman (SEAL)

  
Michael J. Martirano, Interim Superintendent (SEAL)

Date: June 22, 2017