

**EMPLOYMENT CONTRACT
BETWEEN DR. MICHAEL J. MARTIRANO
AND THE BOARD OF EDUCATION OF HOWARD COUNTY**

This Employment Contract ("Contract") is made this 9th day of May 2018, by and between the Board of Education of Howard County, a body politic and corporate, (the "Board") and Dr. Michael J. Martirano (the "Superintendent," "Superintendent of Schools," or "County Superintendent").

WHEREAS, on December 19, 2017, the Board extended an offer to appoint Dr. Michael J. Martirano as the Superintendent of Schools for the Howard County Public School System ("HCPSS") for a period of four (4) years commencing on July 1, 2018, and ending on June 30, 2022, subject to the approval of the State Superintendent of Schools and successful negotiation of an employment contract;

WHEREAS, Dr. Michael J. Martirano desires to accept such appointment subject to the terms and conditions of this Contract; and

WHEREAS, the parties to this Contract recognize the mutual benefits that the appointment of a Superintendent has to the proper administration of HCPSS and the advancement of the educational programs provided to the public school students of Howard County, and believe that the interests generally of the students, parents, school staff, County residents, and the Howard County community are promoted and protected by the parties entering into a written employment contract;

NOW, THEREFORE, in consideration of the above premises, which are hereby fully incorporated by reference, and the mutual and valuable consideration set forth in the terms and conditions set forth below, the Board and Superintendent hereby agree as follows:

1. Term of Contract

The Board hereby employs Dr. Martirano, and he accepts employment, as the Superintendent of Schools, subject to the approval of the State Superintendent of Schools, for a term commencing July 1, 2018, and ending June 30, 2022, subject to the terms and conditions set forth in this Contract, and subject to Maryland law setting forth the respective rights, responsibilities, and duties of the Board and the Superintendent.

2. Professional Certification, Responsibilities, and Outside Professional Employment

a. Certification and Qualifications. 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 he shall meet all other qualifications imposed by Maryland law.

b. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board and with deference to the Board's statutory authority, duties, and responsibilities, consistent with and as set forth in law. Pursuant to Section 4-102 of the Education Article, Annotated Code of Maryland, the county superintendent shall serve as the executive officer, secretary, and treasurer of the Board; have the right to attend all meetings of the Board and its committees unless the tenure, salary, or administration of the office of county superintendent is under consideration; and advise the Board on any question under consideration, but he may not vote. The Superintendent has those duties and responsibilities contained in law, which duties shall not be assigned to other employees of HCPSS. The duties of the Superintendent also include those policies, rules, and regulations governing operation of HCPSS, as may be prescribed by the Board from time to time, and those contained in Title 13A of the Code of Maryland Regulations ("COMAR"). Specifically, the duties and responsibilities of the Superintendent include, but are not necessarily limited to the following legal provisions, as they may be amended in the future: explaining the true intent and meaning of the State's school laws and applicable State Board bylaws, subject to the authority of the State Board; deciding all controversies and disputes involving the rules and regulations of the Board and the proper administration of the county public schools system, subject to the provisions of § 6-203 and Title 6, Subtitle of the Education Article, as set forth in § 4-205(c) of the Education Article; preparing and submitting to the county board for adoption all reports required of the Board by the State Board or State Superintendent and the annual report to the people of Howard County as required by § 5-111(b) of the Education Article; advising teachers as to their further study and professional improvement and developing a program of in-service training for all school personnel; visiting schools, observing their management and instruction, giving suggestions for improvement, consulting with principals and teachers; periodically evaluating the program of instruction and reporting his findings and recommendations to the Board; preparing and recommending for adoption by the Board curriculum guides, courses of study, resource materials, and other teaching aids; preparing a list of textbooks, supplementary readers, materials of instruction, visual and auditory aids, stationery and school supplies, and school furniture, equipment and apparatus and recommending the purchase and distribution of these items by the Board; taking the initiative in preparing and presenting the annual school budget and seeking in every way to secure adequate funds from local authorities for the support and development of HCPSS; recommending to the Board condemnation of any school building that is unsanitary and unfit for use and any repairs of or purchase and sale of land, school sites, or buildings; preparing plans and specifications for remodeling an old building or construction a new building, subject to § 2-303(f) of the Education Article; providing the clerical help needed to issue work permits in accordance with § 3-206 of the Labor and Employment Article; immediately informing the Board in writing of any criminal charges brought against you that are punishable by a period of incarceration, including a copy of all charging documents served on you or your counsel; classifying the certificate of each teacher employed by HCPSS at least once every 2 years, considering the scholarship, executive ability, personality, and teacher efficiency of the individual, and keeping a record of the kind, grade, and class of certificate held by each teacher employed by HCPSS; nominating for appointment by the Board all principals, teachers, and other certificated personnel, assigning them to their positions in the schools, transferring them as the needs of the schools require, recommending them for promotion, and suspending them for cause and recommending them for dismissal in accordance with § 6-202 of the Education Article; and appointing clerical and other nonprofessional personnel. In addition, it is the Superintendent's duty, as well as the Board's, to establish working relationships with the County Executive and

County Council and to attend events in the community and promote the interests of the public schools.

c. Outside Employment. The Superintendent shall devote his full time, attention, and energy to his duties as Superintendent and shall not participate in any outside employment unless proposed in writing by the Superintendent and approved in writing by the Board, which approval shall not be withheld arbitrarily.

3. Board/Superintendent Relations and Communications

The Board and the Superintendent agree that working with each other in the spirit of cooperation and team work best promotes the interests of the school system and leads to more effective administration of the HCPSS and that periodic opportunities to discuss Board-Superintendent relationships and communications facilitates those goals. At least annually, by August 1, the Board and the Superintendent shall meet to review and discuss ways to communicate most effectively and to enhance their working relationship.

The Board, individually and collectively, shall promptly refer to the Superintendent, orally or in writing, for his study and recommendation any and all criticisms, complaints, suggestions, communications, or other comments the Board, individually or collectively, receives regarding the Superintendent's performance or regarding the administration of HCPSS. The Board agrees that it will inform individual Board members that they are not to give direction to the Superintendent or any employee of HCPSS regarding the management of the school system or the solution of specific problems. Similarly, the Superintendent shall promptly refer to the Board, orally or in writing, any and all criticisms, complaints, suggestions, communications, or other comments the Superintendent receives regarding individual members of the Board or Board actions or proposed actions for the Board's information and consideration.

4. Professional Growth of Superintendent

The Board expects and encourages the continuing professional growth of the Superintendent through his participation in professional organizations, programs, and other activities conducted or sponsored by local, state, and national school administrators, school boards associations, and other relevant professional organizations and educational institutions. To support the Superintendent's professional growth, the Board agrees to pay the Superintendent's membership dues for the American Association of School Administrators, the Public School Superintendents' Association of Maryland, and the Washington Area School Study Council, and to permit a reasonable amount of release time for the Superintendent to attend to such conferences, meetings, and seminars, as approved by the Board, which approval will not be withheld arbitrarily. The Board agrees to pay registration fees, if any, to attend such conferences, meetings, and seminars locally and, in addition, to pay reasonable travel expenses required to attend approved conferences, meetings, and seminars held out of state or the region that are not within a reasonable driving distance.

5. Annual Base Salary

The Board shall pay the Superintendent an annual base salary of Two Hundred Eighty Five Thousand Dollars (\$285,000) to be paid in accordance with the schedule of salary payments in effect for other certified employees. Beginning July 1, 2019, and on July 1 of each remaining year of the Contract, the annual base salary shall be increased by one-half percent. The Board, in its sole discretion, may provide the Superintendent an additional increase based on his performance, fiscal realities, and increases, if any, given to administrative employees, among other relevant factors determined by the Board.

6. Leaves and Other Benefits

a. Annual Leave.

The Superintendent shall be provided thirty (30) days of annual leave at the beginning of each year of this Contract; however, if the Superintendent, for any reason, fails to complete each year of the Contract, the annual leave advanced shall be pro-rated and any overuse shall be taken from unused leave carried over, if any, or reimbursed to HCPSS by the Superintendent at the Superintendent's then applicable per diem rate. At the end of each year of the Contract, the Superintendent has the option of being paid, at one-half his then applicable per diem rate, for up to ten (10) days of unused annual leave in lieu of using those days. In addition, at his option, the Superintendent may carry over up to fifteen (15) days of unused annual leave to be held in reserve for later use, with Board approval, or to be held until the end of this four-year Contract at which time he can elect to be paid for up to sixty (60) days of unused annual leave at one-half of his then applicable per diem rate. In addition, to annual leave, the Superintendent shall be entitled to the holidays identified in the 12-month employee calendar.

b. Sick Leave.

The Superintendent shall earn sick leave at the rate of one (1) workday per month for a total of twelve (12) days per year, all available at the beginning of each contract year; however, if the Superintendent, for any reason, fails to complete each year of the Contract, the sick leave advanced shall be pro-rated and any overuse shall be reimbursed to HCPSS by the Superintendent at the Superintendent's then applicable per diem rate.

c. Health, Dental and Vision Insurance.

The Board agrees to pay the Superintendent Five Hundred Dollars (\$500) per month to cover the cost of health, dental and vision insurance.

d. Disability and Life Insurance.

The Board agrees to provide the Superintendent, for his benefit, short-term and long-term disability insurance to be in force during the term of this Contract. The disability insurance will provide the Superintendent short term disability coverage of Two Thousand Five Hundred Dollars (\$2,500) per week for up to ten (10) months and long term disability coverage for fifty percent

(50%) of his then annual base salary up to Six Thousand Five Hundred Dollars (\$6500) per month for up to ten (10) months. Upon termination of the Contract, the Superintendent may, at his election, assume premium payments if permitted by the disability policy. In addition, the Board agrees to provide the Superintendent with term life insurance in an amount equal to two times the Superintendent's annual base salary of Two Hundred Eighty Five Thousand Dollars (\$285,000). Upon termination of the Contract, the Superintendent may elect to maintain this life insurance by assuming payments for the policy.

7. Expenses

The Board agrees to pay for reasonable and necessary expenses incurred by the Superintendent in the performance of his duties as set forth in this Contract or to reimburse the Superintendent for out-of-pocket expenses, submitted with receipts, subject to review and approval by the Board Chairman. The Superintendent shall submit documentation each month for such expenses to the Board Chairman, who will review and, if approved, sign such reimbursement requests and forward them for processing and payment. Approval by the Board Chairman will not be unreasonably withheld.

8. Civic Engagement

The Board expects the Superintendent to be involved in the community and, therefore, the Board will pay for the Superintendent's membership in up to three (3) Howard County civic organizations, as approved by the Board Chairman, which approval shall not be withheld arbitrarily.

9. Transportation

In light of the unique nature of the professional duties of the Superintendent position, the Board shall provide the Superintendent with a car allowance of One Thousand Dollars (\$1000) per month.

10. Technology

The Board agrees to provide and pay for the technology, and operation of the technology, necessary to carry out the duties and obligations of the Superintendent, including a smartphone, tablet, laptop, and home printer/fax machine. The Superintendent acknowledges that all technology devices provided by HCPSS and the data that resides upon them belong to HCPSS. These devices shall be used primarily for business purposes and the Superintendent agrees that personal devices will not be used for matters involving the administration of HCPSS or in carrying out the duties and responsibilities of the Superintendent. Data contained on HCPSS provided devices shall be maintained by the Superintendent and may be downloaded by HCPSS periodically, by the chief technology officer and/or chief financial officer or by an individual appointed by the Board, for recordkeeping purposes. Any deliberate attempt by the Superintendent, or someone acting at the explicit direction of the Superintendent, to delete HCPSS data that is not authorized, in writing, by the Board will be deemed a material breach of the Superintendent's duties and of this Contract.

11. Deferred Compensation

At the end of each year of this Contract, the Board will match, dollar for dollar, contributions made by the Superintendent to a qualified tax sheltered annuity or deferred compensation plan; however, if the Superintendent makes the maximum contribution of Twenty-Four Thousand, Five Hundred Dollars (\$24,500), then, in that event, the Board will contribute a total of Thirty Thousand, Five Hundred Dollars (\$30,500) to such a plan. If the Superintendent fails to complete each year of the Contract, the Board will prorate its contribution based on the percentage of the year completed. The Superintendent has the option of contributing through payroll deduction throughout the contract year which will be matched by the Board as contributed. If this option is taken by the Superintendent and the Superintendent has contributed the maximum contribution of Twenty-Four Thousand, Five Hundred Dollars (\$24,500), then the Board will contribute an additional amount so that its contribution totals Thirty Thousand, Five Hundred Dollars (\$30,500).

12. Annual Evaluation

No later than April 1 of each year of this Contract, the Superintendent and the Board shall meet to agree on a format/evaluation instrument and annual goals for the Superintendent's annual evaluation. Using the agreed-upon format/evaluation instrument, the Superintendent shall provide the Board, by July 15 of each year of this Contract, a written self-appraisal, which shall include an assessment of his accomplishments and progress toward and attainment of agreed-upon annual goals. No later than August 31 of each year of this Contract, the Board and the Superintendent shall meet in closed session or sessions to discuss the written evaluation that will be provided to the Superintendent. Based on the closed session or sessions, the Board Chairman will have responsibility for completing the agreed-upon evaluation form on behalf of the Board. The Board shall provide the Superintendent with a copy of the completed evaluation within thirty (30) calendar days following conclusion of the annual evaluation discussion. The Superintendent shall have the right to respond to the Board's written evaluation either orally during the closed session or in writing. The evaluation of the Superintendent and substantive information considered by the Board in forming its evaluation shall be considered confidential.

13. Moving Expenses

The Board requires the Superintendent to be a resident of Howard County. To assist the Superintendent in relocating to Howard County, the Board shall pay the Superintendent's reasonable and necessary expenses incurred in moving based on three estimates the Superintendent is to obtain from three moving companies which shall be provided to the Board. At the Board's option, the Board may obtain additional estimates to determine the reasonableness of the estimates received and will pay the moving costs for the company with the lowest estimate.

14. Professional Liability

In accordance with Section 4-105 of the Education Article, Annotated Code of Maryland, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him, in his individual or official capacity, as agent for and an employee of HCPSS, provided that:

(a) the demand, claim, suit, action, or legal proceedings arose while he was acting as Superintendent, within the scope of his employment and without malice or gross negligence or in violation of criminal law;

(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 or paying/reimbursing any expenses the Superintendent may incur in relation to any demands, claims, suits, actions, or legal proceedings of any kind.

The Board is not obligated to, nor will it, defend, hold harmless, or indemnify the Superintendent or reimburse the Superintendent for any costs, including legal fees, incurred by him in any legal proceeding brought by the Superintendent against the Board or in any other instance where the interests of the Board and the Superintendent are adverse to each other. This section shall survive termination of this Contract.

15. Termination

This Contract may be terminated by the mutual agreement of the Board and the Superintendent, by the retirement of the Superintendent, by the death or disability of the Superintendent, or for cause.

Unless terminated for death, the Superintendent agrees to and shall provide a Board-designated HCPSS employee with the passwords to all HCPSS provided electronic devices, including, by not necessarily limited to, cell phones, computers, laptops, tablets, or other device that contains communications or documents related to the Superintendent's position with HCPSS. Further, the Superintendent agrees that neither he nor another at his explicit direction will not attempt to or will intentionally erase or delete any content from such devices, without written authorization from the Board. The Superintendent understands and agrees that failure to abide by this provision of the Contract or a deliberate breach of the provisions in paragraph 10 of this Contract, will result in the forfeiture of any benefits provided in paragraphs 6 through 11 that have been accrued, but not yet provided or implemented.

Disability - The Superintendent agrees that if, due to accident, illness, or any other cause, the Superintendent is disabled and unable to perform all of the duties and responsibilities of his position, with or without reasonable accommodations, for an aggregate of one hundred twenty (120) days over a twelve (12) month period, the Superintendent agrees that the Board may accept such circumstance as his resignation. If Superintendent and the Board disagree on whether he is able to perform all of the duties and responsibilities of his position, with or without reasonable accommodations, then the Superintendent shall consent to release of all medical records related to any alleged disability to a physician hired by the Board to review the Superintendent's medical records and advise the Board regarding the status of the Superintendent's medical condition and

the physician's reasonable medical opinion on the Superintendent's ability to perform his duties and responsibilities with or without reasonable accommodations. The Board agrees to be guided by that review and report. Any continuing disagreement shall be subject to dispute resolution provision set forth in paragraph 17 below.

Death - In the event of Superintendent's death during the term of this Contract, the Superintendent's estate shall be entitled to any earned, but unpaid annual base salary due at the time of his death, any accrued and unpaid expenses, and any accrued deferred compensation and other contractual benefits prorated to date of death.

Cause - Termination of the Superintendent for cause shall be in accordance with Section 4-201(d) of the *Education Article, Annotated Code of Maryland*, and, in such event, any benefits provided to the Superintendent in paragraphs 6 and 8 through 11, but not yet paid or implemented, shall be forfeited.

16. Amendment

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

17. General Provisions

If, during the term of this Contract, it is found that a specific clause is illegal or unenforceable under federal or state law, the remainder of the Contract not affected by such shall remain in force.

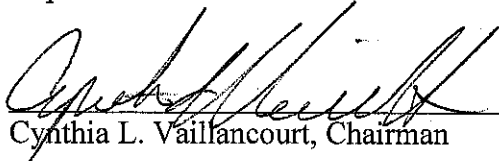
In the event of a dispute between the Parties concerning this Contract, in whole or in part, the Superintendent and the Board agree to use their best efforts in good faith to resolve the dispute amicably and informally. If those efforts are not successful within a reasonable amount of time, the parties agree to enter into mediation, equally dividing the cost thereof, prior to initiating any formal administrative or judicial complaint, unless such mediation is waived, in writing, by both parties.

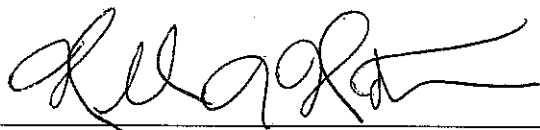
This Contract is governed by and shall be construed and enforced in accordance with the laws of the State of Maryland, regardless of any conflicts of law principles.

18. Approval State Superintendent

The appointment of Dr. Michael J. Martirano as Superintendent of Schools for Howard County, Maryland, is contingent on the written approval of the State Superintendent of Schools in accordance with law and this Contract shall be effective on July 1, 2018, only if this contingency has been met prior to that date; otherwise this Contract shall become effective on the date the contingency is met.

IN WITNESS WHEREOF, the Board of Education by duly approved resolution has caused this Contract to be approved and has authorized its execution in the Board's name and on its behalf by a duly authorized officer, and the Superintendent, individually, has accepted the terms and conditions of this Contract effective on the 1st day of July 2018, and the parties hereby affix their respective hands and seals on the date first indicated above.

 (SEAL)
Cynthia L. Vaillancourt, Chairman

 (SEAL)
Dr. Michael J. Martirano, Superintendent

Date: May 9, 2018