

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

This Employment Contract ("Contract") is made this 10<sup>th</sup> day of February 2022, 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"), collectively the Parties.

WHEREAS, Dr. Michael J. Martirano informed the Board of his desire to accept a second term as Superintendent of Schools for the Howard County Public School System ("HCPSS"); and

WHEREAS, the Board desires to reappoint Dr. Michael J. Martirano as the Superintendent of Schools for a period of four (4) years commencing on July 1, 2022, and ending on June 30, 2026, subject to the approval of the State Superintendent of Schools; 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, 2022, and ending June 30, 2026, 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. 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 Superintendent shall meet, bi-weekly, with the Board Chair, Vice-Chair, and, when invited by the Board officers, an additional member of the Board, who shall be selected in a rotating basis.

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, the Washington Area School Study Council, and other professional or community organizations as approved by the Board Chair 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 conferences, meetings, and seminars, approved by the Board Chair, that are

held out of state or the region, not within a reasonable driving distance.

## **5. Annual Base Salary**

The Board shall pay the Superintendent an annual base salary Two Hundred Ninety Thousand, Seven Hundred and Forty-Three Dollars (\$290,743.00) to be paid in accordance with the schedule of salary payments in effect for other certified employees. Beginning July 1, 2023, and at the beginning of each of the remaining years of the Contract, the annual salary shall be increased by one-half of one 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-five (35) 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 his then applicable per diem rate, for up to fifteen (15) 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 termination of the Contract at which time he can elect to be paid for up to sixty (60) days of unused annual leave at 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 Board shall provide the Superintendent with short-term and long-term disability insurance in accordance with the short-term and long-term disability insurance benefits currently offered to Howard County Public School System ("HCPSS") employees.

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 three times the Superintendent's annual base salary of Two Hundred Ninety Thousand, Seven Hundred and Forty-Three Dollars (\$290,743.00). 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 Chair, 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 allowed under law (e.g., \$26,000.00 in 2021), 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 a year of the Contract, the Board will prorate its contribution for that year, 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 allowable contribution 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 collaborate 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, using the evaluation instrument, 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. Residency**

The Board requires the Superintendent to be a resident of Howard County during his entire tenure as Superintendent of Schools for Howard County.

#### **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 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 all of 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 the 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 Chair 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 reappointment 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, 2022, 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 1<sup>st</sup> day of July 2022, and the parties hereby affix their respective hands and seals on the date first indicated above.

  
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Vicky Cutroneo, Board Chair

  
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Dr. Michael J. Martirano, Superintendent

DATE: 2/10/22