

**EMPLOYMENT CONTRACT
BETWEEN WILLIAM J. BARNES
AND THE BOARD OF EDUCATION OF HOWARD COUNTY**

This Employment Contract (“Contract”) is made this 20th day of June 2024, by and between the Board of Education of Howard County, a body politic and corporate, (hereinafter, referred to as the “Board”) and William J. Barnes, a legally qualified school Superintendent (hereinafter, referred to as the “Superintendent,” “Superintendent of Schools,” or “County Superintendent”).

WHEREAS, the Superintendent wishes to be employed by the Board; and

WHEREAS, the Board desires to extend an offer to appoint the Superintendent to operate as the Superintendent of Schools of the Howard County Public School System (hereinafter, referred to as “HCPSS”), and to perform the job of Superintendent, including but not necessarily limited to those duties as prescribed by the laws of the Education Article of the Annotated Code of Maryland (*Education Article*), the applicable provisions of the Code of Maryland Regulations (COMAR), and the Board's policies and directives as may be amended from time to time; and

WHEREAS, the period of employment will be for a term of four (4) years commencing on July 1, 2024, and ending on June 30, 2028, subject to the approval of the State Superintendent of Schools (hereinafter, referred to as “State Superintendent”);

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 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 premises stated, the mutual promises hereinafter expressed, and good and valuable consideration, receipt of which is hereby acknowledged, it is hereby as follows:

1. Term of Contract

The Board hereby employs William J. Barnes, and they accept employment, as the HCPSS Superintendent of Schools, subject to the approval of the State Superintendent of Schools, for a term of four (4) years to commence on July 1, 2024, and shall end June 30, 2028, subject to the terms and conditions set forth in this Contract, and subject to the provisions of Section 4-201, et. seq., of the *Education Article*, which sets 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 affirms that they meet the qualifications of Section 4-201(c) (1) of the *Education Article* and Section 13A.12.04.03 of COMAR to allow them to hold the position of Superintendent of Schools for Howard County. The failure to do so disqualifies the Superintendent from holding their position and, therefore, will constitute cause for termination of this Contract, if not cured within thirty (30) days, and void any

future obligations of the Board as set forth herein with the exception of the obligations under Section 15 that specifically survive termination of this contract. Moreover, the Superintendent shall remain fully vested in any benefits that he has earned prior to the termination of this Contract.

The Superintendent further agrees that they shall hold and maintain any and all certifications for a Superintendent of Schools issued by the State of Maryland during the term of this Contract, and any extensions thereof unless waived by the State Superintendent of Schools. The Superintendent shall promptly notify the Board if they no longer meet any necessary qualifications.

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* the County Superintendent shall serve as the executive officer, secretary, and treasurer of the Board; shall 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 they may not vote. The Superintendent or their designee shall attend all meetings of the County Board, and its committees, participate in all Board deliberations and provide administrative recommendations as warranted. Notwithstanding the foregoing, the Superintendent shall not attend (1) certain closed sessions of the Board in accordance with applicable law and (2) executive sessions of the Board when the Board is considering the Superintendent's evaluation, salary, or the terms of the Superintendent's employment, provided that the Board may invite the Superintendent to participate in such executive sessions.

Subject to the Board's oversight, the Superintendent shall be responsible for the following: (i) overall administration of the schools, the day-to-day management and oversight of the fiscal affairs of HCPSS, including the management of activities; (ii) the hiring and establishing of the salaries, and the organization and reorganization of executive staff; (iii) oversight of the selection and assignment of teachers and other employees of the school system; and (iv) the organization and reorganization of administrative departments of HCPSS consistent with serving the best interest of HCPSS and in accordance with Board policies and Maryland law. 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 Board's appellate authority under Sections 4-205(c)(3), 6-202(a)(3), and 7-305(d)(5) of the *Education Article* or as otherwise provided under Title 6, Subtitles 4 and 5 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 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 of 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*; 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*; appointing clerical and other nonprofessional personnel; appoint such designees or administrators in charge to temporarily serve in the place of the Superintendent for discrete assignments or during the Superintendent's temporary absence; and ensure that all necessary or requested administrative and technical support is provided for the meetings of the Board and its committees.

The Superintendent shall immediately inform the Board in writing of any criminal arrests, charges, or convictions, including a copy of all charging documents served on the Superintendent or the Superintendent's counsel.

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 their full time, attention, and energy to the 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. Notwithstanding the requirement for prior approval, the Superintendent may accept speaking engagements or author professional articles provided that if the compensation, profit or royalty, research or scholarly work using any data or referencing the activities of Howard County Public Schools and/or uses any data of Howard County Public Schools, that the compensation received for said work becomes the sole property of the Board to disburse as appropriate in accordance with Board Policy 7060, *Intellectual Property and Royalties* ("Policy 7060") and Board Policy 2070, *Ethics* ("Policy 2070"). However, any income received by the Superintendent from any Board approved outside activities, which are performed outside of the duty day, may be accepted by the Superintendent so long as it conforms with Policy 7060 and Policy 2070.

The Superintendent shall have no interest, financial or otherwise, directly, or indirectly, or engage in any public transactions or professional activities, which are in conflict with the proper discharge of the duties as Superintendent. Nothing in this section is intended to affect the Superintendent's obligations with respect to the Board's ethics policies and procedures.

3. Board/Superintendent Relations and Communications

The Board and the Superintendent agree that working with each other in the spirit of cooperation and teamwork 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. Consistent with this commitment, the Board and Superintendent shall meet no later than August 1st of each Contract year, to discuss and develop the goals and objectives for each year. In addition, the Board and the Superintendent shall meet at least quarterly during the term of this Contract to informally discuss the Superintendent's performance and progress towards the established goals and objectives.

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 acknowledges that their communications obligations shall be incorporated as performance measures for annual evaluation by the Board.

The Board, individually and collectively, shall promptly refer to the Superintendent, orally or in writing, for their study and recommendation of 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 and that they will refer communications regarding the administration of HCPSS to the Superintendent for an investigation and an appropriate update or report to the Board, considering any pending or potential appeal to the Board. Similarly, the Superintendent shall promptly refer to the Board, orally or in writing, 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 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 Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations that they intend to join, along with the costs associated with the membership. The Board agrees to pay for annual professional association dues, 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. The Superintendent may hold office or accept responsibilities in these professional organizations provided that the organizations' meetings, offices and/or responsibilities do not interfere with the performance of the duties as Superintendent.

5. Annual Base Salary

The Board shall pay the Superintendent an annual base salary of **TWO HUNDRED NINETY THOUSAND DOLLARS** (\$290,000.00) to be paid in accordance with the schedule of salary payments in effect for other certified employees. In addition, the Board will provide the Superintendent a one-time signing bonus in the amount of **FIVE THOUSAND DOLLAR** (\$5,000.00) to be paid after ninety (90) days following the acceptance of the appointment by the State Superintendent. Beginning July 1, 2025, and on July 1 of each remaining year of the Contract, the annual base salary shall be increased by one percent; provided however, that any such increase shall be contingent upon the availability of funds in each budget year. The annual base salary shall be subject to required withholding for income taxes, Social Security contributions, and other required withholdings of contributions and taxes. The Superintendent's salary shall not be decreased during the term of this Contract in accordance with *Education Article* §4-202(b).

The Board, in its sole discretion, may provide the Superintendent an additional performance-related increase based on the successful completion of their agreed performance goals and objectives for their performance for the preceding contract year. The maximum award is limited to **TEN THOUSAND DOLLARS** (\$10,000.00) and is contingent upon the Superintendent meeting certain Board metrics, budget availability, and any other relevant factors as determined by the Board.

6. Leaves and Other Benefits

a. Annual/Personal Leave The Superintendent shall be provided a total of twenty eight (28) days of leave (twenty-four (24) days annual and four (4) personal days), 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 prorated 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. The Superintendent shall be entitled to carry over eleven (11) days of his unused annual leave accrued prior to July 1, 2024, and will receive a payout for the remainder of his unused annual leave accrued before July 1, 2024, for their prior service with HCPSS. The Superintendent will be eligible to rollover any unused earned personal leave into their sick leave balance accrued and unused before July 1, 2024. The Board encourages the Superintendent to take time off during the Contract year. However, at the end of each year of the Contract, the Superintendent can be paid, at one-half their then applicable per diem rate, for up to ten (10) days of unused annual leave in lieu of using those days. In addition, at their 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. The Superintendent may not carry over more than sixty (60) days of annual leave during the entire Contract period. At the end of the four-year Contract, the Superintendent will be paid for up to sixty (60) days of accrued, earned and unused annual leave at their then applicable per diem rate. At the Superintendent's discretion, the value of any annual leave pay-out may be deposited in a qualified deferred compensation plan or tax sheltered annuity designated by the Superintendent. In addition, to annual leave, the Superintendent shall be entitled to the holidays identified in the 12-month employee calendar. However, in recognition of the Superintendent's position, they may be required to work or be present at events on some of those holidays.

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 prorated and any overuse shall be reimbursed to HCPSS by the Superintendent at the Superintendent's then applicable per diem rate. In addition, the Board will allow the Superintendent to carry over all accrued unused sick leave earned prior to July 1, 2024, with HCPSS. Upon the conclusion of employment as Superintendent, any earned unused sick leave may be applied to the Maryland State Retirement and Pension System as permitted by law.

c. Health, Dental and Vision Insurance The Superintendent shall be entitled to participate in one of the available health, prescription drug, dental, vision, and/or group benefit plans available to all members of HCPSS. Consistent with the Superintendent's prior term of service at HCPSS, the Board will pay eighty-six percent (86%) of the premium for the Superintendent, the Superintendent's spouse, and members of their immediate family under the age of twenty-six (26) for medical and prescription drug coverage. The Superintendent, at their option, may participate in any other Board provided insurance or benefit programs at their expense. At the conclusion of the Superintendent's term, the Superintendent shall be fully vested at the highest tier of all applicable health, dental, vision, prescription drug, and life insurance plans made available to retired members of Howard County Association of Supervisors and Administrators ("HCASA").

7. Expenses

The Board agrees to pay for reasonable and necessary expenses incurred by the Superintendent in the performance of 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 Chair. The Superintendent shall submit documentation each month for such expenses to the Board Chair, who will review and, if approved, sign such reimbursement requests, and forward them for processing and payment. Approval by the Board Chair will not be unreasonably withheld. Quarterly summary reports of expenses will be provided to the full Board by the Superintendent for review.

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

Considering the unique nature of the professional duties of the Superintendent position and in accordance with the *Education Article* §4-203, the Board shall provide the Superintendent with a car allowance of ONE THOUSAND DOLLARS (\$1,000.00) 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. Upon the expiration, resignation or termination of this Contract, the Superintendent must return any technology provided to the Board.

11. Deferred Compensation

The Board agrees to pay the amount of TWENTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$24,500.00) annually during the term of this Contract to the Howard County Public Schools 403(b) or 457(b) Plan on behalf of the Superintendent.

12. Professional Development and/or Mentoring and Coaching

The Board agrees to pay for reasonable and necessary expenses incurred in the performance of the duties as Superintendent, to include but not limited to professional coaching and/or professional learning that supports the duties and obligations of Superintendent during the term of this Contract as approved by the Board Chair.

13. Performance Objectives

The Board will meet annually, by August 1 of each Contract year, with the Superintendent to mutually establish performance objectives for each year of this Contract. All performance objectives shall include measurements of systemwide academic, operational, leadership, and financial performance, to be determined annually by the Board. These performance objectives will establish the criteria to be used for potential award of the annual bonus specified in Section 5 of this Contract.

14. Evaluation

The Board shall evaluate and assess, in writing, the performance of the Superintendent at least once per year during the term of this Contract. The period of evaluation shall be July 1st through June 30th of each year of the Contract. The Superintendent's evaluation shall assess and evaluate the Superintendent's performance upon factors including, but not limited to performance duties required by law; demonstrated improvement in academic performance of HCPSS students, successful management of the school system; and progress in implementing approved goals and performance objectives. The Board will provide to the Superintendent no later than July 1 of each Contract year the expected metrics for the performance bonus.

No later than October 31st of each year of this Contract, the Superintendent shall provide the Board a written self-evaluation, which shall include a final assessment of achievement of the above performance objectives.

The Board Chair or their designee will have the responsibility of coordinating and conducting the evaluation process no later than December 31st of each year of this Contract. Input from each Board member shall be equally weighed in the final determination of the Superintendent's performance. The annual evaluation shall clearly stipulate whether the Superintendent's performance was "Satisfactory" or "Unsatisfactory," with this determination primarily based on the performance objectives agreed to between the parties annually.

Thereafter, the Board and the Superintendent shall meet to discuss the written evaluation. 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. The annual evaluation of the Superintendent for the prior school year shall be finalized no later than December 31st of each year of this Contract.

15. Professional Liability

In accordance with Section 4-105 of the *Education Article*, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against them, in their 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 they were acting as Superintendent, within the scope of their employment and without malice or gross negligence or in violation of criminal law.

(b) such defense and indemnity are 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 an individual Board member 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 them 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.

16. Termination

At the end of the Term, this Contract shall automatically terminate. Unless otherwise provided for herein, all terms of this Contract shall cease upon the Contract's termination. In addition to the automatic termination at the end of the term, this Contract may be terminated by material breach of the terms and conditions of the Contract, by the mutual agreement of the Board and the Superintendent, by the retirement or resignation of the Superintendent, by the death or

disability of the Superintendent, or upon written recommendation by the Board to the Maryland State Board of Education to terminate the Superintendent for cause as set forth in Section 4-201(e)(1) of the *Education Article*.

Unless the parties agree otherwise, should the Superintendent separate from employment because of retirement, resignation, permanent disability (which renders the Superintendent incapable of fulfilling the duties under applicable laws and this Contract), termination for cause, termination due to their breach of this Contract, or death, this Contract shall terminate, and all obligations of the Board shall cease except for payment of base salary and benefits through the date of separation. The Board shall have no liability for any payments or benefits due under this Contract after the termination date and shall be entitled to recoup payments made or benefits received by the Superintendent after the termination date by any available means, offset against payment or benefits due but not yet paid to the Superintendent, and they specifically agree and authorizes such set-off and recoupment.

Unless terminated for death, the Superintendent agrees to and shall provide a Board-designated HCPSS employee with all issued technology devices and 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 they nor another at their explicit direction will 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.

Mutual Agreement/Retirement/Resignation- Nothing in this Contract shall be construed to prevent the Board and the Superintendent from mutually agreeing to terminate their Contract and provide for compensation arrangements in conjunction with such mutual termination. The terms of any such agreement shall be memorialized in writing.

The Superintendent may terminate this Contract for any reason, including but not limited to resignation or retirement. If they intend to resign prior to the end of the term of this Contract, the Superintendent shall give at least ninety (90) calendar days written notice to the Board. In the event that they fail to give this required notice, the Superintendent agrees to pay the Board a penalty of One Thousand Dollars (\$1,000.00) for each day that is less than ninety (90) calendar days unless waived by the Board. Unless the parties otherwise agree, and except as specified elsewhere in this Contract, no other damages may be sought solely due to the early resignation.

a. 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 their position, with or without reasonable accommodations, for an aggregate of one hundred twenty (120) calendar days over a twelve (12) month period, the Superintendent agrees that the Board may accept such circumstance as their resignation. If the Superintendent and the Board disagree on whether the Superintendent is able to perform all of the duties and responsibilities of the position, with or without reasonable accommodations, then the Superintendent shall consent to release of all medical records related to any alleged disability to a licensed physician or psychiatrist, mutually selected by the Superintendent and the Board, to review the Superintendent's medical records and advise the Board regarding the status of the Superintendent's medical condition and the reasonable

medical opinion on the Superintendent's ability to perform their duties and responsibilities with or without reasonable accommodations. The Board agrees to pay for and be guided by that review and report. Any continuing disagreement shall be subject to dispute resolution provision set forth in Section 20 of this Contract.

b. 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 their death, any accrued and unpaid expenses, and any accrued deferred compensation and other contractual benefits prorated to date of death.

c. Cause Termination of the Superintendent for cause shall be in accordance with Section 4-201(e) of the *Education Article* 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. It shall not be a defense to termination for cause that the Board did not provide notice of any deficiency to Superintendent.

17. 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.

18. Renewal of Employment Agreement

Any renewal of this Contract shall be in accordance with the provisions of Maryland statutory law.

19. Notice

Any formal notice required by this Contract shall be in writing and shall be provided to either party by personal delivery or certified mail. Any mail notice to the Superintendent shall be forwarded to their residence and mail notice to the Board shall be forwarded to the Board Administrator.

20. 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. The Circuit Court for Howard 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 to this Contract submits and hereby consents to the Circuit Courts exclusive jurisdiction.

This Contract supersedes all prior oral and written proposals or communications between the parties and embodies the entire agreement between the parties hereto and cannot be varied or amended except by written agreement of the undersigned parties.

21. Approval of State Superintendent

The appointment of William J. Barnes as Superintendent of Schools for Howard County, Maryland, is contingent on the written approval of the State Superintendent of Schools in accordance with *Education Article* Section 4-201(c)(2) of the appointment by the Board; if the State Superintendent does not approve the appointment, this Employment Contract shall be void *ab initio*.


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 2024, and the parties hereby affix their respective hands and seals on the date first indicated above.

BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND



Jennifer Swickard Mallo, Chair (SEAL)

SUPERINTENDENT



William J. Barnes, Superintendent (SEAL)

Date: 20 June 2024