

## SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND (the "Board") and JOHN R. O'ROURKE ("Superintendent") that the Board does hereby employ said John R. O'Rourke as Superintendent of Schools for Howard County, Maryland for a period of four years commencing July 1, 2000. It is agreed that the Superintendent shall perform his duties in accordance with the laws of Maryland as contained in the Education Article, Annotated Code of Maryland, Section 4-201, et. seq.

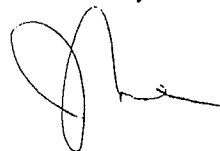
Whereas, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall educational program; and

Whereas, the Board and Superintendent believe a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

Now, therefore, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. Term of Contract

- a. The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2000, and ending June 30, 2004, or until such time as a successor is appointed and qualifies. The Board may take specific action, with the



consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by law.

- b. Should the Superintendent be unable to perform the essential duties of his position, as determined by the Board, due to permanent or irreversible disability caused by illness, accident, or other cause beyond his control, the Board may at its option terminate this Contract, whereupon the respective duties, rights, and obligations hereof shall terminate. The decision to terminate for these reasons shall be made only after an examination by and advice from a licensed physician whose selection is mutually agreed upon by the Board and the Superintendent or his agent. In the event of termination of this contract by reason of disability, the Board shall compensate the Superintendent in the amount of three months salary to be paid in such manner as directed by him.

2. Professional Certification and Responsibilities

- a. The Superintendent shall hold a valid certificate issued by the State of Maryland, and meet all other qualifications imposed by law.
- b. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the school system under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the district; shall select all personnel



subject to the approval of the Board; shall recommend policies and regulations and establish rules and procedures supportive of those policies and regulations as deemed necessary for the well-ordering of the school system; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

- c. Outside Activities. The Superintendent shall devote his time, attention, and energy to the business of the school system. However, he may serve as a consultant to other districts or educational agencies, teach, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration so long as such activities do not interfere with or impede discharge of his duties as Superintendent and are pursued with appropriate leave if necessary. In such cases, the honoraria paid the Superintendent in connection with those activities shall be retained by the Superintendent.

3. Professional Growth of Superintendent

The Board encourages the continuing professional growth of the Superintendent through his participation in :

- a. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school boards associations.
- b. Seminars and courses offered by public or private educational institutions.

c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the school system.

d. Visits to Other Institutions

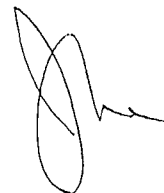
In its encouragement of this effort, the Board shall permit a reasonable amount of release time for the Superintendent as he deems appropriate to attend to such matters and pay for the necessary expenses related to such participation.

4. Compensation

The school system shall pay the Superintendent at an annual salary rate of One Hundred Eighty Thousand Dollars (\$180,000). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees or in some way mutually agreed to by both parties. Based on the Board's annual evaluation of his duties, an annual salary review will occur before July 1, of each succeeding year. In no event shall the Superintendent be paid less than the prior year's salary currently established by this contract. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Board and Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

5. Vacation and Other Benefits

a. The Superintendent shall be entitled to all the following benefits: (i) sick leave credited at the rate of one (1) workday per month with the total



amount (12 days) being available at the beginning of each contract year and accumulated as provided for other professional employees in the school system; (ii) two (2) personal days each contract year; (iii) up to five (5) days of bereavement leave each contract year; and (iv) twenty (20) days annual leave. Upon expiration of the contract or retirement, the Superintendent will be entitled to full compensation at his then existing per diem rate for all unused vacation days up to a maximum of forty (40) days.

- b. The Superintendent is eligible to participate in the state retirement program, as may be permitted by law; however, in addition to any participation, the Board will contribute Ten Thousand Dollars (\$10,000) annually to the Superintendent's existing tax-sheltered annuity or any other tax-sheltered annuity as directed by the Superintendent.
- c. The school system shall pay the Superintendent's membership in the American Association of School Administrators, the Public School Superintendents' Association of Maryland, Suburban School Superintendents, and the Association for Supervision and Curriculum Development. Membership in other professional organizations shall be subject to Board approval.
- d. The Board will provide and pay for a term life insurance policy for the Superintendent in an amount equal to one time his salary, or as provided to administrators within the school system whichever is higher, with the



beneficiaries of such policy to be designated by the Superintendent. Upon leaving the school system, the Superintendent will be responsible for continuation of such policy.

- e. The Board will pay 100% of the medical insurance premium applicable to any plan chosen by the Superintendent from among those offered to professional employees and administrators in the school system.

6. Expenses

- a. The Board shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred in the continuing performance of his duties under this employment contract, as determined by the Board.
- b. The Board shall reimburse the Superintendent for not more than two round-trip tickets for the Superintendent and his wife between New York and Maryland to look for a house, the actual expenses incurred in moving from New York to Maryland and the cost of temporary lodging in Howard County, *not to exceed three months.*

7. Transportation

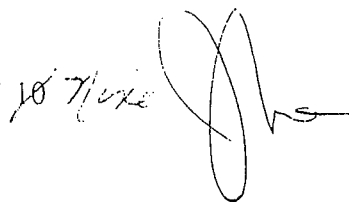
In light of the unique nature of the professional duties of the Superintendent of Schools, the school system shall provide a car allowance of Four Hundred Dollars (\$400) per month.

8. Professional Liability

- a. The school system agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits.

actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the school system provided the incident arose while the Superintendent was acting in the performance of his duties within the scope of his employment, was without malice or gross negligence, and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

- b. If the Board's insurance carrier determines that a claim brought by a third party against the Superintendent and the Board of Education presents a conflict as regards the defense to such claim between the legal position of the Superintendent and the legal position of the school system, the insurance representatives or the Superintendent with approval from the carrier may engage counsel in which event the school system shall indemnify the Superintendent for the reasonable costs of legal defense as provided in state law.
- c. The school system shall not, however, be required to pay any cost of any legal proceedings for disputes or litigation of any kind between the school system and the Superintendent.

A handwritten signature in black ink, appearing to be "J. H. [unclear]", is written over the page number.

9. Medical Examination

In light of the unique nature of the professional duties of the Superintendent, the school system shall at its expense provide for the Superintendent a complete medical examination not less than once every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The Board of Education shall be advised in writing by the physician of the continuing physical fitness of the Superintendent to perform his duties, and such report shall be confidential.

10. Goals and Objectives

On or prior to July 1 annually, the Board and Superintendent shall meet to discuss and evaluate the progress toward attainment of ~~Beyond the Year 2000~~ school system goals as they relate to the Mission of the HCPSS. Specific system and/or school needs, goal areas or objectives shall be jointly identified for emphasis in the ensuing year. Additional personal performance goal[s] for the Superintendent may be proposed by the Board and agreed to by the Superintendent. Such goals and related objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereinafter provided.

11. Evaluation

It is the intent of the Board to evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description



of the Superintendent and the goals and objectives of the school system for the year in question. This evaluation shall be based upon approved annual goals and objectives in Section 10 above.

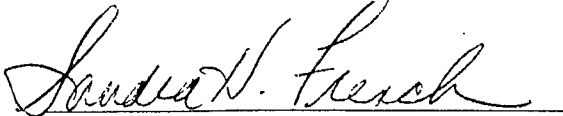
12. Termination of Employment Contract

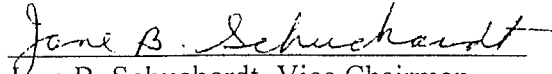
This employment contract may be terminated as prescribed by state law.

13. Savings Clause

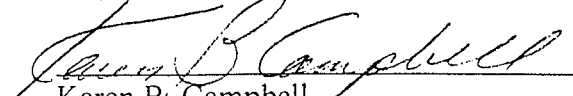
If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

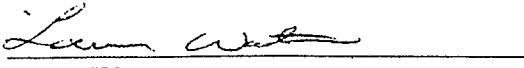
In witness whereof, the Board of Education has caused this employment contract to be approved on its behalf by a duly authorized officer, and the Superintendent has approved his employment contract effective on the day and year indicated.

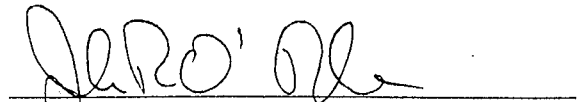
  
Sandra H. French, Chairman

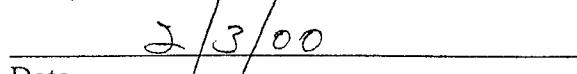
  
Jane B. Schuchardt, Vice Chairman

  
Stephen C. Bounds

  
Karen B. Campbell

  
Laura Waters

  
John R. O'Rourke, Superintendent

  
Date 2/3/00