

CONTRACT BETWEEN
SYDNEY L. COUSIN, INTERIM SUPERINTENDENT OF SCHOOLS
AND
THE BOARD OF EDUCATION OF HOWARD COUNTY

It is hereby agreed by and between the BOARD OF EDUCATION OF HOWARD COUNTY, MARYLAND (the "Board") and SYDNEY L. COUSIN ("Superintendent") that the Board does hereby employ Dr. Cousin as Interim Superintendent of Schools for Howard County, Maryland, for a period of four months commencing on March 1, 2004 and concluding on June 30, 2004. 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, hereby employs and the Superintendent accepts employment as Superintendent of

Schools for a term commencing March 1, 2004, and ending June 30, 2004.

- 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 request that the Superintendent resign and the Superintendent himself, or through an agent or guardian, hereby agree to resign within three (3) days of the request, terminating this Contract and the respective duties, rights, and obligations hereof. The decision to ask for the Superintendent's resignation and the submission of the resignation 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 or guardian. In the event of termination of employment under this paragraph, the Board shall compensate the Superintendent in the amount of three (3) months salary.

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 this 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 district 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. 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.

To encourage these efforts, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters and pay for the necessary expenses related to such participation.

4. Compensation

The Board shall pay the Superintendent as salary the sum of Thirty-three Thousand Three Hundred Thirty-three Dollars (\$33,333) to be paid in accordance with the schedule of salary payments in effect for other certified employees or in any other way mutually agreed to by both parties. 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 the Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended, unless explicitly stated.

5. Vacation and Other Benefits

- a. The Superintendent shall be entitled to all of the following benefits:

- (i) sick leave credited at the rate of one (1) workday per month, with a total of four (4) being available at the beginning of this contract,
- (ii) two (2) personal days,
- (iii) up to five (5) days of bereavement leave, and
- (iv) eight (8) days of annual leave.

Upon expiration of the contract, the Superintendent shall be entitled to compensation at his then existing per diem rate for all unused annual leave days.

- b. The Board will contribute on behalf of the Superintendent the sum of Twenty-Five Thousand Dollars (\$25,000) to the school system's 403B Plan or any other tax-sheltered annuity as directed by the Superintendent.
- c. The Board will pay the Superintendent's membership in the American Association of School Administrators, the Public School Superintendents' Association of Maryland, Suburban School Superintendent, and the Association for Supervision and Curriculum Development. Membership in other professional organizations shall be subject to Board approval.
- d. The Board will reimburse the Superintendent his medical insurance premium costs.
- e. The Board shall pay the reasonable cost of communication equipment, including, but not necessarily limited to, cellular phone, facsimile machine, and computer for the Superintendent's use during this tenure.

6. Expenses

The Board shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred in the continuing performance of this duties under this employment contract, as determined by the Board.

7. Transportation

In light of the unique nature of the professional duties of the Superintendent of Schools, the Board shall provide a car allowance of Five Hundred Dollars Fifty (\$550) per month.

8. Professional Liability

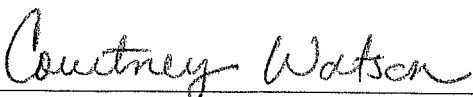
- a. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the school system provided the incident arose while the Superintendent was acting in the performance of his duties, within the scope of his employment, without malice or gross negligence, and excluding criminal litigation and so long as such liability coverage is within the authority of the Board to provide under State law and in no case will individual Board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions, and legal proceedings.

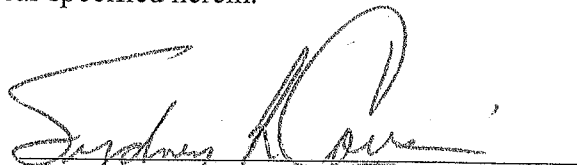
- b. If the Board's insurance carrier determines that a claim brought by a third party against the Superintendent and the Board presents a conflict as regards the defense to such claim between the legal positions of the Superintendent and the legal position of the Board, the insurance representatives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

9. 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 specified herein.


Courtney Watson, Chairman


Sydney L. Cousin, Superintendent

Date: 3/4/04