

THE SUPERINTENDENT'S  
EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 14<sup>th</sup> day of February 2022, by and between the BOARD OF EDUCATION OF HARFORD COUNTY (hereinafter referred to as "the Board") and DR. SEAN W. BULSON (hereinafter referred to as "the Superintendent").

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

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

WHEREAS, both parties agree that said employee shall perform the duties of the County Superintendent in and for the public schools in Harford County as prescribed by the laws of Maryland in the Education Article, Annotated Code of Maryland, § 4-204 and § 4-205; and

WHEREAS, the parties agree that this appointment is contingent on the approval of the State Superintendent of Schools,

NOW, THEREFORE, the Board and the Superintendent for the consideration herein specified agree as follows:

(1) TERM OF CONTRACT

The Board, in consideration of the promises herein contained, hereby employs Sean Bulson, and he hereby accepts employment, as the Superintendent of Schools for a term of four (4) years commencing July 1, 2022 and ending June 30, 2026.

(2) PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification

The Superintendent shall hold a valid certificate issued by the State Superintendent, pursuant to Section 4-201 of the Education Article, Annotated Code of Maryland, at all times during the term of this Contract and any extensions thereof. The failure to do so disqualifies the Superintendent from holding his position and, therefore, will cause immediate termination of this Contract and any obligations of the Board set forth herein.

B. Duties and Position Description

The Superintendent shall exercise the powers and fulfill the responsibilities of the Superintendent as set forth in the Education Article, Annotated Code of Maryland, and serve as the executive officer, secretary, and treasurer of the Board.

The Superintendent shall have charge of the administration of the schools under the rules and regulations of the Board and in accordance with the Education Article and other applicable provisions of the Annotated Code of Maryland. He shall direct, transfer, assign, and reassign teachers and other certified employees of the schools under his provision. With prior notice to the Board, he shall organize, reorganize, and arrange the structure of his administrative and supervisory staff as best serves the system. He shall nominate, for appointment by the Board, all professional personnel. He shall appoint, transfer, and assign the work of clerical and other nonprofessional personnel.

Board members shall refer to the Superintendent for his review and action criticisms, complaints, and suggestions regarding administration of the public schools.

This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

#### C. Outside Activities

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends and holidays. Therefore, the Superintendent may not accept any outside employment, including as a consultant, with or without pay, without the prior written approval of the Board President.

### (3) PROFESSIONAL GROWTH OF THE SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide, in programs conducted or sponsored by local, state, and national school administrator and school board associations; seminars and courses offered by educational institutions; and other informational meetings (collectively, "program(s)") with other persons whose particular skills or backgrounds he believes would serve to improve his capacity to carry out his professional responsibilities and he shall identify such activities or program(s), notify the Board President of his desire to participate, and request approval of the Board President, which approval shall not be withheld arbitrarily.

### (4) COMPENSATION

#### A. Base Salary and Annual Adjustment

The Board shall pay the Superintendent a base salary of two hundred fifty-six thousand dollars (\$256,000) for FY 2022-23. Beginning in the second year of this Contract and every year thereafter of this Contract, the Superintendent shall receive a percentage increase in pay that equals the average increase received by all HCPS employees. Longevity shall not be included in the

calculation of the average increase referred to above.

The annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees.

#### B. Optional Salary Adjustment

The Board, in its sole discretion, may adjust the salary of the Superintendent further during the term of this Contract based on performance, budget, and other factors as determined by the Board, but in no event shall his salary be reduced or shall he be paid less than the salary specified in this Contract. Any adjustment in salary made under this provision (4.B.) shall be in the form of an amendment, executed with the same formality as this Contract, and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Contract, or that the termination date of the existing Contract has been extended.

### (5) LEAVE AND OTHER BENEFITS

#### A. Leave

1. Annual Leave - Effective each July 1, the Board shall advance the Superintendent thirty (30) days of annual leave. Upon completion of each year of the Contract, the Board will pay the Superintendent for no more than fifteen (15) days of accumulated and unused annual leave at his then applicable per diem rate (1/260 of annual salary). If, due to the demands of his job, the Superintendent has accumulated unused annual leave by June 30 each year of more than thirty-four (34) days, then he is allowed to convert up to ten (10) days per year to sick leave. If the Superintendent fails to complete any year of his Contract, then the annual leave advanced shall be pro-rated and any overuse shall be deducted from unused annual leave previously accumulated pursuant to this provision.
2. Sick Leave - The Board will provide the Superintendent with one and a quarter (1.25) days of sick leave for every month worked and the fifteen (15) days of sick leave per year shall be advanced at the beginning of each year of the Contract. Earned and unused sick leave may be accumulated without limitation. At the conclusion of each year of the Contract, the Superintendent may elect to receive payment at twenty-five percent (25%) of the per diem rate applicable at the end of each year of employment for each day of unused sick leave, or he may accumulate sick leave hours for purposes of retirement benefit calculations. The Superintendent may elect to have any payments for unused sick leave days paid into any tax deferred annuity plan offered to eligible employees or accumulated for payment upon resignation, retirement or termination, except as may be otherwise provided under the terms of this Contract.
3. Personal Business Leave - The Board will provide the Superintendent a total of three (3) days per year for personal business which can be accumulated up to a maximum of five days. The Superintendent has the option to convert unused personal business leave days in excess of five (5) to sick leave.

## B. Professional Memberships

The Board shall pay for the Superintendent's membership charges for the American Association of School Administrators (AASA) and up to five (5) other specified professional or civic groups, which the Superintendent feels necessary to maintain and improve his professional skills and he shall identify the professional or civic groups, in addition to AASA, and request approval of the Board President, which approval shall not be unreasonably withheld.

## C. Insurance

1. Health Insurance - The Board will pay ninety-five percent (95%) of health insurance premium for the Superintendent, and members of his family who qualify for coverage, under the school system's HMO plan; ninety percent (90%) of such premium for the PPN plan; and eighty-five percent (85%) of the Triple Health Option plan.
2. Dental Insurance - The Board will pay ninety percent (90%) of the cost of either standard dental insurance or the preferred provider dental plan, as selected by the Superintendent for himself and members of his family who qualify for coverage; however, the benefit period maximum shall be fifteen hundred dollars (\$1,500).
3. The Board, reserves the right to adjust the health and dental insurance benefits for the Superintendent and any family members covered by such insurance during the term of this Contract based on the budget, required carrier changes, and other changes or adjustments made to these plans which are applicable to all members of the group. The Board will inform the Superintendent in writing of any such changes and the basis therefor.
4. Life Insurance - The Board will pay ninety percent (90%) of the cost of group life insurance and group accidental death and dismemberment insurance for the Superintendent in the amount of five hundred thousand dollars (\$500,000).

## D. Annuity

The Board, at the request of the Superintendent, shall withhold from the Superintendent's salary an amount determined by the Superintendent and transfer the identified amount, in accordance with the school system's procedures, into any tax-deferred annuity or retirement program provided to eligible employees by the Board. The Board shall contribute monthly an amount equal to one percent (1%) of the Superintendent's salary to any tax deferred annuity plan identified by the Superintendent and offered to eligible employees by the Board.

## E. Pre-tax Contributions

If available to other employees, the Superintendent, at his election, may have his contribution to any of the benefits provided by this Contract deducted from his salary on pre-tax basis to the fullest extent allowed by law or the plan.

## F. Retirement

For each year of this contract, the Board shall pay the employer contributions and the

employee contributions to the Maryland State Retirement System.

(6) EXPENSES

A. Car Allowance

The Board shall pay the Superintendent eight hundred dollars (\$800) per month as a vehicle allowance, in accord and satisfaction of Section 4-203(b) of the Education Article, Annotated Code of Maryland, and the Superintendent is not entitled to any other reimbursement for vehicle related expenses.

B. Business Expenses

The Board will reimburse the Superintendent for reasonable business expenses incurred by him in the performance of his duties and responsibilities as the Superintendent, excluding mileage, gas, and vehicle related expenses, as long as such expenses are documented in accordance with the school system's accounting processes and requirements.

C. Technology/Communications Equipment

The Board will provide and pay for the technology, and upkeep of the technology, necessary to carry out the duties and obligations of the Superintendent, including a smartphone and a tablet or laptop. The Superintendent acknowledges that all technology devices provided by the school system and the data that resides upon them belong to Harford County Public Schools (HCPS). These devices shall be used for business purposes and the Superintendent agrees that, except for unusual circumstances or inadvertence, personal devices will not be used for matters involving the administration of HCPS or in carrying out the duties and responsibilities of the Superintendent. Data contained on HCPS provided devices may be downloaded by authorized HCPS officials consistent with Board policies or at the Board's direction. Any deliberate attempt by the Superintendent, or someone acting at the direction of the Superintendent, to delete HCPS data with the intent to delay, obstruct, or thwart Board access to information that is material to issues before the Board or to matters being handled by the Superintendent in the performance of his duties may be deemed a material breach of the Superintendent's duties and of this Contract.

(7) PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent, except as to criminal litigation, 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 Board, provided the incident arose while the Superintendent was acting within the scope of his employment, without malice or gross negligence, to the extent such liability coverage is within the authority of the Board to provide under State law without waiving any applicable governmental immunity. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. The Board will provide insurance to cover the Superintendent under this

section.

B. If, in the good faith opinion of the Board, a conflict exists in the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel as may be permitted by and under the conditions specified by the Board's insurance carrier.

C. Regardless of any other provision herein, the Board shall not pay any costs of legal proceedings in the event the Board and the Superintendent have adverse interests in any litigation or legal proceeding as reasonably determined by the Board.

D. The provisions of this Paragraph 7 shall survive the expiration and/or termination of this Employment Contract.

#### (8) GOALS AND OBJECTIVES

Each year, prior to the beginning of the school year, the Board shall initiate, as needed, a meeting to establish Board goals and objectives in consultation with the Superintendent. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided.

#### (9) EVALUATION

A. The Board shall provide the Superintendent a copy of its proposed evaluation instrument and solicit his feedback, comments, and suggestions before finalizing the document.

B. The Board shall informally evaluate and assess (verbally) the progress of the agreed upon goals and objectives no later than January 30<sup>th</sup> each year of this Contract.

C. The Board shall formally evaluate and assess (in writing) the performance of the Superintendent annually no later than June 30<sup>th</sup> of each year of this Contract. This assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives established pursuant to Section 8 of this Contract. A copy of the written evaluation shall be delivered to the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory or in need of improvement, in any respect, it shall describe, in reasonable detail, how the performance failed to meet expectations. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file.

#### (10) TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual Agreement of the Parties

In the event that either party to this Contract wishes to discontinue its contractual relationship with the other, notice of the desire to terminate the Contract prior to the expiration of the term shall be provided to the other party. The other party may, but is not required, to enter into discussions regarding the manner and the conditions under which the Contract would be terminated by mutual agreement.

#### B. Unilateral Termination

The Superintendent may unilaterally terminate this Contract by providing written notice to the Board at least sixty (60) days in advance of his resignation date. In the event that the Superintendent resigns prior to the expiration of his term, the Superintendent agrees to and shall waive his right to continue to earn or receive any additional benefits or leave not already earned or accrued as of the date of his notice to the Board, except that the provisions of paragraph 7 shall survive termination of the Contract.

The Board may unilaterally terminate this Contract by providing at least thirty (30) days written notice to the Superintendent. In the event that the Board provides such notice to the Superintendent, it agrees to provide, and the Superintendent agrees to accept, as severance of the contractual relationship, the equivalent of salary and benefits remaining to be paid under this Contract.

#### C. Disability

In the event of disability by illness (physical or mental) or incapacity (physical or mental), the Superintendent shall use available leave until such leave is exhausted. The Board may terminate his Contract by written notice to the Superintendent at any time after the Superintendent has exhausted his available sick and such other leave as may be available, and has been absent from his employment for reasons related to his illness or incapacity for an additional period of thirty (30) work days, whether consecutive or non-consecutive, unless further extended by Board action. All obligations of the Board shall cease upon such notice of termination, except paragraph 7 which shall survive termination of the Contract, and except in the event the Superintendent qualifies for State disability retirement, in which case the Board will pay the full premium to continue the health insurance selected by the Superintendent under Section (5)C.1. of this Contract or, if applicable, the Medicare supplement until the end of the term of this Contract.

If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical or psychiatric examination, or both, to be performed by a doctor or doctors licensed to practice medicine. The Board and the Superintendent, or his designated representative, shall mutually agree upon the physician or physicians who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing disability which, at that time, prohibits him from resuming his essential duties and responsibilities.

#### D. Discharge for Cause

Discharge for cause may be initiated by the Board for immorality; misconduct in office, including violation of the Board's ethics policy; insubordination; incompetency; or willful neglect of duty, including those duties and responsibilities set forth in this Contract. Continued accrual of

leave and provision of benefits due to the Superintendent under paragraph 5 of this Contract shall be suspended from the date of the Board vote requesting removal until the State Superintendent renders his final decision pursuant Section 4-201(e) of the Education Article, Annotated Code of Maryland. In the event that the State Superintendent does not find sufficient grounds to remove the Superintendent, then the leave and benefits suspended shall be restored to the Superintendent. The procedure for such removal shall be as provided by Section 4-201(e) of the Educational Article. In the event the Superintendent chooses to have legal counsel represent him in any removal proceedings, he shall bear his own legal costs. The Board agrees that it will not forward a recommendation to the State Superintendent under this section if the Superintendent elects or the parties agree to terminate employment pursuant to Section 10.A., 10. B., or 10.C. of this Contract.

In the event that the Superintendent is removed from office by the State Superintendent of Schools in accordance with Section 4-20 I(e) of the Education Article Annotated Code of Maryland, this Contract terminates on the date of the State Superintendent's decision.

E. Death of The Superintendent

Except as may be set forth herein, all obligations of the Board for salary or benefits not already accrued pursuant to this Contract shall cease upon the death of the Superintendent.

F. Non-Renewal of Contract at Expiration of Term

Except for paragraph 7 or as may be set forth elsewhere herein, all obligations of the Board shall cease upon expiration of the Contract.

(11) RESIDENCY

The Superintendent shall continuously maintain residency in Harford County.

(12) SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall remain in force.

(13) NO OTHER REPRESENTATIONS

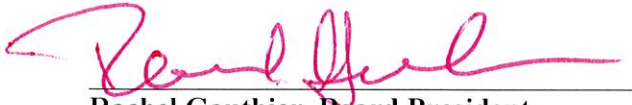
By signing this Contract, the Board and the Superintendent represent that they have read and fully understand this Contract and acknowledge that they have not relied upon any written or oral representation not expressly contained in this Contract.


(14) APPLICABLE LAW


This Contract shall be governed by and construed in accordance with the law of the State of Maryland.

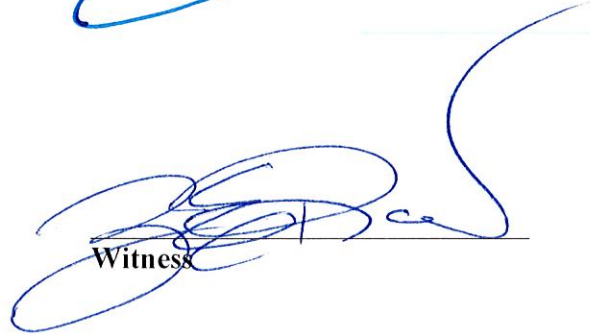


IN WITNESS WHEREOF, The Board has caused this Employment Contract, effective on the day and year specified in paragraph I above, to be executed on its behalf by a duly authorized officer of the Board and the Superintendent has indicated his approval of this Employment Contract by signing below.

  
Rachel Gauthier, Board President  
Board of Education of Harford County

  
Witness

  
Dr. Sean W. Bulson, Superintendent of  
Harford County Public Schools

  
Witness

**RESOLUTION FOR APPOINTMENT OF**  
**BOARD OF EDUCATION OF HARFORD COUNTY SUPERINTENDENT**

WHEREAS, the Board of Education of Harford County has the legal authority and responsibility to appoint a Superintendent of Schools for Harford County Public Schools, with the approval of the State Superintendent of Schools; and

WHEREAS, the Board of Education has discussed with Dr. Sean W. Bulson, the incumbent Superintendent, serving another four-year term as Superintendent of Harford County Public Schools; and

WHEREAS, the Board and Dr. Bulson have discussed the terms and conditions of a contract between them which would govern Dr. Bulson's new four-year term which would run from July 1, 2022, to June 30, 2026; and

WHEREAS, a copy of this contract is attached hereto as Exhibit 1; and

WHEREAS the Board of Education and Dr. Bulson wish to enter into the contract attached as Exhibit 1 to this Resolution; and

WHEREFORE, BE IT RESOLVED THAT the Board hereby appoints Dr. Sean W. Bulson to the position of Superintendent of Schools for Harford County Public Schools for a four-year term, beginning July 1, 2022, subject to the execution of the employment contract attached as Exhibit 1; and be it further

RESOLVED, that the Board of Education hereby approves the employment contract between Dr. Bulson and the Board of Education dated today, February 14, 2022, attached as Exhibit 1; and be it further

RESOLVED, that the Board of Education authorizes its President to execute the employment contract on behalf of the Board.