



**Board of Education
of Howard County**

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**Board of Education of Howard County
Testimony Submitted to the Maryland House of Delegates,
Ways & Means Committee
March 5, 2025**

HB1317: UNFAVORABLE

County Superintendents - Contracts - Required Provisions (Superintendent Buyout Limit)

The Board of Education of Howard County (the Board) opposes **County Superintendents - Contracts - Required Provisions (Superintendent Buyout Limit)** as a mandate on local school system contracting practices that could disadvantage local boards of education in hiring educational leaders.

Board members in Howard County are acutely aware of the helpful intention of HB1317 to standardize and limit the payouts given to local superintendents HB1317 takes language from [HB0709](#) introduced in 2018 by a Howard County Delegate following a [severance agreement with a former HCPSS' superintendent](#). Restraining contract terms, however, has the potential to put all Maryland counties including the Howard County Public School System (HCPSS) at a disadvantage when recruiting superintendent candidates, especially if competing with other states where there are no limitations in negotiations.

The bill would require contracts with local county superintendents to contain specific termination provisions including capping the maximum cash settlement a superintendent may receive at if less than a year left on a contract the payout is the remaining amount of the contract, and if more than one year is left on the contract they receive one year of compensation plus one month's compensation per year remaining on the contract. The contract must also only allow the superintendent to continue to be entitled to health benefits coverage for one year beginning on the date of termination or until the superintendent secures new employment, whichever occurs first. These provisions do not apply, however, if the superintendent is removed under Education Article § 4-201(e) for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty.

As a legislative platform, the Board supports the right of the local board to determine the terms and conditions of employment of the local school superintendent. This is one of the fundamental charges of the local boards of education in Maryland, allowing each board to respond directly to their own community interests in securing the best candidate to lead the school system. Beyond the settlement limitation imposed by HB1317, where the bill calls for specific healthcare terms, each candidate considered by a local board may have unique circumstances - such as years of service in that county prior to becoming a superintendent - that must be considered. For example, if the Superintendent candidate were an internal candidate, they may have earned healthcare through their years of service as an educator and staff member in leadership positions with plans to continue to utilize healthcare benefits as a retiree. With this bill, the candidate would end up trading their guaranteed healthcare for a four-year contract – this alone will likely dissuade many qualified candidates.

With the supply of quality superintendent candidates already limited, the healthcare limitations along with restrictions on compensation in the event of separation, could deter a long-serving qualified local employee from committing to taking on the vital role of

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superintendent. The election of Board of Education members leave strong possibilities for frequent turnover making Superintendent candidates susceptible to shifts in political whims that have little to do with performance and capability of the Superintendent and as such leaves open the ability to penalize a Superintendent unjustly or deter high quality candidates who cannot accept that level of risk. Guidance from the State Department of Education on possible model contract language options would be preferred to this one-size-fits-all mandate.

For these reasons, we urge an UNFAVORABLE report on HB1317 from this Committee.