

HOUSE BILL 709

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8lr1373

By: **Delegates W. Miller, Afzali, Atterbeary, Ebersole, Fennell, Lam, Sanchez, Tarlau, Turner, Valderrama, and A. Washington**

Introduced and read first time: January 31, 2018

Assigned to: Ways and Means

A BILL ENTITLED

1 AN ACT concerning

2 **Education – County Boards of Education – County Superintendent Contracts**

3 FOR the purpose of requiring a certain contract of a county superintendent of schools or a
4 certain chief executive officer, executed on or after a certain date, to include a certain
5 provision regarding a certain cash settlement; prohibiting a certain settlement from
6 including certain compensation, subject to a certain exception; prohibiting a certain
7 county superintendent or a certain chief executive officer who is removed under
8 certain circumstances from being compensated in a certain manner; making certain
9 stylistic changes; and generally relating to contracts for county superintendents of
10 schools.

11 BY repealing and reenacting, with amendments,
12 Article – Education
13 Section 4–201 and 4–304
14 Annotated Code of Maryland
15 (2014 Replacement Volume and 2017 Supplement)

16 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
17 That the Laws of Maryland read as follows:

18 **Article – Education**

19 4–201.

20 (a) (1) This section does not apply to Baltimore City.

21 (2) Subsections (b), (c), (d), and (f) of this section do not apply in Prince
22 George’s County.

23 (3) Subsections (b)(2) and (3) of this section do not apply in Washington

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 County.

2 (b) (1) The term of a county superintendent is 4 years beginning on July 1. A
3 county superintendent continues to serve until a successor is appointed and qualifies.

4 (2) By February 1 of the year in which a term ends, the county
5 superintendent shall notify the county board whether the superintendent is a candidate for
6 reappointment.

7 (3) In the year in which a term begins, the county board shall appoint a
8 county superintendent between February 1 and June 30. However, if the county board
9 decides to reappoint the incumbent superintendent, the county board shall take final action
10 at a public meeting no later than March 1 of that year.

11 (4) If a county board is unable to appoint a county superintendent by July
12 1 of a year in which a term begins, the provisions of subsection (d) of this section apply.

13 (c) (1) An individual may not be appointed as county superintendent unless
14 **[he] THE INDIVIDUAL:**

15 (i) Is eligible to be issued a certificate for the office by the State
16 Superintendent;

17 (ii) Has graduated from an accredited college or university; and

18 (iii) Has completed 2 years of graduate work at an accredited college
19 or university, including public school administration, supervision, and methods of teaching.

20 (2) The appointment of a county superintendent is not valid unless
21 approved in writing by the State Superintendent.

22 (3) If the State Superintendent disapproves an appointment, **[he] THE**
23 **STATE SUPERINTENDENT** shall give **[his] THE** reasons for **THAT** disapproval in writing
24 to the county board.

25 (d) If a vacancy occurs in the office of county superintendent, the county board
26 shall appoint an interim county superintendent who serves until July 1 after **[his] THE**
27 appointment.

28 (e) (1) The State Superintendent may remove a county superintendent for:

29 (i) Immorality;

30 (ii) Misconduct in office;

31 (iii) Insubordination;

1 (iv) Incompetency; or

2 (v) Willful neglect of duty.

3 (2) Before removing a county superintendent, the State Superintendent
4 shall send the county superintendent a copy of the charges against the county
5 superintendent and give the county superintendent an opportunity within 10 days to
6 request a hearing.

7 (3) If the county superintendent requests a hearing within the 10-day
8 period:

9 (i) The State Superintendent promptly shall hold a hearing, but a
10 hearing may not be set within 10 days after the State Superintendent sends the county
11 superintendent a notice of the hearing; and

12 (ii) The county superintendent shall have an opportunity to be heard
13 publicly before the State Superintendent in the county superintendent's own defense, in
14 person or by counsel.

15 (f) On notification of pending criminal charges against a county superintendent
16 as provided under § 4-206 of this subtitle, the county board may suspend the county
17 superintendent with pay until the final disposition of the criminal charges.

18 **(G) (1) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION, A**
19 **CONTRACT EXECUTED BETWEEN A COUNTY SUPERINTENDENT AND A COUNTY**
20 **BOARD ON OR AFTER JUNE 1, 2019, SHALL INCLUDE A PROVISION THAT IF THE**
21 **CONTRACT IS TERMINATED, THE MAXIMUM CASH SETTLEMENT THAT A COUNTY**
22 **SUPERINTENDENT MAY RECEIVE MAY NOT EXCEED:**

23 **(I) AN AMOUNT EQUAL TO THE MONTHLY SALARY OF THE**
24 **COUNTY SUPERINTENDENT MULTIPLIED BY 12 IF THE REMAINING TERM OF THE**
25 **CONTRACT IS MORE THAN 12 MONTHS; OR**

26 **(II) AN AMOUNT EQUAL TO THE MONTHLY SALARY OF THE**
27 **COUNTY SUPERINTENDENT MULTIPLIED BY THE NUMBER OF MONTHS REMAINING**
28 **ON THE CONTRACT IF THE REMAINING TERM OF THE CONTRACT IS LESS THAN 12**
29 **MONTHS.**

30 **(2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
31 **PARAGRAPH, THE MAXIMUM CASH SETTLEMENT MAY NOT INCLUDE ANY**
32 **COMPENSATION OTHER THAN CASH.**

33 **(II) THE MAXIMUM CASH SETTLEMENT MAY INCLUDE HEALTH**
34 **BENEFITS, WHICH A COUNTY SUPERINTENDENT MAY RECEIVE FOR THE SAME**

1 DURATION OF TIME IN ACCORDANCE WITH THE SETTLEMENT PERIOD UNDER
2 PARAGRAPH (1) OF THIS SUBSECTION, OR UNTIL THE COUNTY SUPERINTENDENT
3 FINDS OTHER EMPLOYMENT, WHICHEVER OCCURS FIRST.

4 (3) A COUNTY SUPERINTENDENT WHO IS REMOVED UNDER
5 SUBSECTION (E) OF THIS SECTION MAY NOT BE COMPENSATED AS DESCRIBED
6 UNDER PARAGRAPH (1) OF THIS SUBSECTION.

7 4-304.

8 (a) There is a Chief Executive Officer of the board.

9 (b) The Chief Executive Officer shall:

10 (1) Be responsible for the overall administration of the Baltimore City
11 Public School System;

12 (2) Report directly to the board;

13 (3) Be a member of the cabinet of the Mayor; and

14 (4) Designate individuals with primary responsibility for each of the
15 following functions:

16 (i) Management and administration of the Baltimore City Public
17 School System;

18 (ii) Assessment and accountability of the academic performance of
19 the students in the Baltimore City Public School System;

20 (iii) Provision of services to students with disabilities in accordance
21 with federal and State law;

22 (iv) Development and implementation of initiatives for educational
23 reform; and

24 (v) Professional hiring and development.

25 (c) Notwithstanding the provisions of subsection (b)(4) of this section, the Chief
26 Executive Officer and the board shall be held accountable for the delegated functions.

27 (d) The board shall employ the Chief Executive Officer and establish the salary
28 of the Chief Executive Officer at an amount commensurate with the credentials, experience,
29 and prior positions of responsibility of the Chief Executive Officer.

30 (e) (1) The employment contract of the Chief Executive Officer shall provide,

1 at a minimum, that continued employment is contingent on demonstrable improvement in
2 the academic performance of the students in the Baltimore City Public School System and
3 the successful management of the Baltimore City public schools.

4 **(2) EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION,**
5 **AN EMPLOYMENT CONTRACT OF THE CHIEF EXECUTIVE OFFICER EXECUTED ON OR**
6 **AFTER JUNE 1, 2019, SHALL PROVIDE THAT IF THE CONTRACT IS TERMINATED, THE**
7 **MAXIMUM CASH SETTLEMENT THAT THE CHIEF EXECUTIVE OFFICER MAY RECEIVE**
8 **MAY NOT EXCEED:**

9 **(I) AN AMOUNT EQUAL TO THE MONTHLY SALARY OF THE**
10 **CHIEF EXECUTIVE OFFICER MULTIPLIED BY 12 IF THE REMAINING TERM OF THE**
11 **CONTRACT IS MORE THAN 12 MONTHS; OR**

12 **(II) AN AMOUNT EQUAL TO THE MONTHLY SALARY OF THE**
13 **CHIEF EXECUTIVE OFFICER MULTIPLIED BY THE NUMBER OF MONTHS REMAINING**
14 **ON THE CONTRACT IF THE REMAINING TERM OF THE CONTRACT IS LESS THAN 12**
15 **MONTHS.**

16 **(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
17 **PARAGRAPH, THE MAXIMUM CASH SETTLEMENT MAY NOT INCLUDE ANY**
18 **COMPENSATION OTHER THAN CASH.**

19 **(II) THE MAXIMUM CASH SETTLEMENT MAY INCLUDE HEALTH**
20 **BENEFITS, WHICH THE CHIEF EXECUTIVE OFFICER MAY RECEIVE FOR THE SAME**
21 **DURATION OF TIME IN ACCORDANCE WITH THE SETTLEMENT PERIOD UNDER**
22 **PARAGRAPH (2) OF THIS SUBSECTION, OR UNTIL THE CHIEF EXECUTIVE OFFICER**
23 **FINDS OTHER EMPLOYMENT, WHICHEVER OCCURS FIRST.**

24 **(4) A CHIEF EXECUTIVE OFFICER WHOSE EMPLOYMENT CONTRACT**
25 **IS TERMINATED FOR IMMORALITY, MISCONDUCT IN OFFICE, INSUBORDINATION,**
26 **INCOMPETENCY, OR WILLFUL NEGLECT OF DUTY MAY NOT BE COMPENSATED AS**
27 **DESCRIBED UNDER PARAGRAPH (2) OF THIS SUBSECTION.**

28 (f) The initial contract and any renewal may not exceed 4 years.

29 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
30 1, 2018.