

**THE INTERIM SUPERINTENDENT'S
EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 9th day of February, 2026, by and between the BOARD OF EDUCATION OF HARFORD COUNTY (hereinafter referred to as "the Board") and DR. DYANN R. MACK (hereinafter referred to as "the Interim Superintendent"), collectively "the Parties."

WHEREAS, the Board desires to provide the Interim Superintendent of Schools for Harford County, Maryland 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 Interim 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 Interim 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 Interim Superintendent for the consideration herein specified agree as follows:

(1) **TERM OF CONTRACT**

The Board, in consideration of the promises herein contained, hereby employs Dyann R. Mack, and she hereby accepts employment, as the Interim Superintendent of Schools for a term commencing February 9, 2026 (hereinafter the "Effective Date") and ending June 30, 2026.

(2) **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES**

A. Certification

The Interim Superintendent shall hold, or be eligible for, 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. The failure to do so disqualifies the Interim Superintendent from holding her 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 Interim Superintendent shall exercise the powers and fulfill the responsibilities of the Interim 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 Interim 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. She shall direct, transfer, assign, and reassign teachers and other certified employees of the schools under her provision. With prior notice to the Board, she shall organize, reorganize, and arrange the structure of her administrative and supervisory staff as best serves the system. She shall nominate, for appointment by the Board, all professional personnel. She shall appoint, transfer, and assign the work of clerical and other nonprofessional personnel.

Board members shall refer to the Interim Superintendent, for her 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 Interim Superintendent, who shall not be assigned to any other position or have her duties reassigned to others without her consent.

C. Outside Activities

The duties and responsibilities of the Interim Superintendent require full-time employment and frequently require that the Interim Superintendent attend to her duties during the evenings, weekends and holidays. Therefore, the Interim 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 INTERIM SUPERINTENDENT**

The Board encourages the continuing professional growth of the Interim Superintendent through her participation, as she 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 she believes would serve to improve her capacity to carry out her professional responsibilities and she shall identify such activities or program(s), notify the Board President of her 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 Interim Superintendent an annual base salary of Two Hundred Eighty-Three Thousand Dollars (\$283,000), prorated for the remainder FY 2025-26.

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

The Board shall pay the Interim Superintendent a make-whole payment for the period she served as Acting Superintendent from January 8, 2026 through the Effective Date of this Contract. This payment shall be calculated on a per diem basis using the annual base salary set forth in Section (4)A, and shall equal the difference, if any, between that per diem amount (1/260 of annual salary) and

the per diem amount actually paid to her during that period.

(5) **LEAVE AND OTHER BENEFITS**

A. Leave Entitlements

For the duration of FY 2025-2026, the Interim Superintendent's leave benefits, including annual, sick, and personal business leave, remain the same as those provided to her in prior position as Deputy Superintendent. She shall not require the Board to afford any additional or prorated leave in any category by virtue of her service as Interim Superintendent.

Notwithstanding any otherwise applicable maximum carryover or payout limits, for FY 2025-2026, the Board shall pay the Interim Superintendent for any unused annual leave accrued during FY 2025-2026 in excess of the maximum amount of annual leave that she was previously eligible to carry over or be paid out under Board policy. Such payment shall be made at the Interim Superintendent's per diem rate, calculated using her annual base salary as set forth in Section (4)A.

B. Insurance

1. Health Insurance - The Board will pay ninety-five percent (95%) of health insurance premium for the Interim Superintendent, and members of her 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 Interim Superintendent for herself and members of her 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 Interim 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 Interim 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 Interim Superintendent in the amount of five hundred thousand dollars (\$500,000).

C. Annuity

The Board, at the request of the Interim Superintendent, shall withhold from the Interim Superintendent's salary an amount determined by the Interim 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 Interim Superintendent's salary to any tax deferred annuity plan

identified by the Interim Superintendent and offered to eligible employees by the Board.

D. Pre-tax Contributions

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

E. Retirement

For this Contract term, the Board shall pay the employer contributions and the employee contributions to the Maryland State Retirement System.

F. Other Benefits

In addition to the benefits expressly set forth in Sections (5)A-E, the Interim Superintendent shall be entitled to all other benefits provided under the current Negotiated Agreement between Harford County Public Schools and the Association of Public School Administrators of Harford County (APSASHC).

(6) **EXPENSES**

A. Car Allowance

The Board shall pay the Interim 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 Interim Superintendent is not entitled to any other reimbursement for vehicle related expenses.

B. Business Expenses

The Board will reimburse the Interim Superintendent for reasonable business expenses incurred by her in the performance of her duties and responsibilities as the Interim 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 Interim Superintendent, including a smartphone and a tablet or laptop. The Interim 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 Interim 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 Interim 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 Interim Superintendent, or someone acting at the direction of the Interim 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 Interim Superintendent in the performance of her duties may be deemed a material breach of the Interim Superintendent's duties and of this Contract.

(7) **PROFESSIONAL LIABILITY**

A. The Board agrees that it shall defend, hold harmless, and indemnify the Interim Superintendent, except as to criminal litigation, from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while the Interim Superintendent was acting within the scope of her 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 Interim Superintendent against such demands, claims, suits, actions, and legal proceedings. The Board will provide insurance to cover the Interim 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 Interim Superintendent and the legal position of the Board, the Interim 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 Interim 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**

The Board and the Interim Superintendent expressly agree to adopt the goals and objectives already in place for the remainder of FY 2025-2026. The Parties agree that, no later than March 13, 2026, the Board shall initiate, as needed, a meeting to discuss amendment to the existing Board goals and objectives in consultation with the Interim Superintendent. Said goals and objectives shall be reduced to writing and be among the criteria by which the Interim Superintendent is evaluated as hereafter provided.

(9) **EVALUATION**

A. The Board shall provide the Interim Superintendent a copy of its proposed evaluation instrument and solicit her 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 May 30, 2026.

(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 Interim Superintendent may unilaterally terminate this Contract by providing written notice to the Board at least thirty (30) days in advance of her resignation date. In the event that the Interim Superintendent resigns prior to the expiration of her term, the Interim Superintendent agrees to and shall waive her right to continue to earn or receive any additional benefits or leave not already earned or accrued as of the date of her 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 Interim Superintendent. In the event that the Board provides such notice to the Interim Superintendent, it agrees to provide, and the Interim 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 Interim Superintendent shall use available leave until such leave is exhausted. The Board may terminate her Contract by written notice to the Interim Superintendent at any time after the Interim Superintendent has exhausted her available sick and such other leave as may be available, and has been absent from her 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 Interim Superintendent qualifies for State disability retirement, in which case the Board will pay the full premium to continue the health insurance selected by the Interim Superintendent under Section (5)B.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 Interim Superintendent to return to her duties, the Board may require the Interim 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 Interim Superintendent, or her 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 Interim 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 Interim Superintendent under paragraph 5 of this Contract shall be suspended from the date of the Board vote requesting removal until the State Superintendent renders her 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 Interim Superintendent, then the leave and benefits suspended shall be restored to the Interim Superintendent. The procedure for such removal shall be as provided by Section 4-201(e) of the Educational Article. In the event the Interim Superintendent chooses to have legal counsel represent her in any removal proceedings, she shall bear her own legal costs. The Board agrees that it will not forward a recommendation to the State Superintendent under this section if the Interim 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 Interim Superintendent is removed from office by the State Superintendent of Schools in accordance with Section 4-201(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 Interim 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 Interim 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.

G. Return to Prior Position

The Parties agree that, if this Contract is terminated prior to the completion of the initial term ending June 30, 2026, and/or at the completion of any subsequent term, to be defined by an extension of the initial term, as Interim Superintendent (pursuant to renewal or extension under Section 4), other than by discharge for cause under subsection 10.D or death under subsection 10.E, Interim Superintendent shall have the right to return to her previously held position of Deputy Superintendent (or any substantially equivalent position with HCPS), at a salary and benefits commensurate with those applicable to that position at the time of return, subject to her qualifications and certification.

(11) **PRIORITY CONSIDERATION FOR SUPERINTENDENT APPOINTMENT**

The Board agrees to give the Interim Superintendent priority consideration for appointment to a four (4) year term as Superintendent commencing on July 1, 2026. "Priority consideration" means that, prior to extending an offer of employment as Superintendent to any other candidate for such term, the Board will consider the Interim Superintendent's candidacy in good faith, consistent with its applicable policies and procedures. The Interim Superintendent's service and performance in the role of Interim Superintendent during FY 2025-2026 shall constitute her expression of interest in, and application for, the four (4) year Superintendent position, and shall serve as the Board's primary evaluation measure in considering her for that role, while not limiting the Board's discretion to review other relevant information consistent with the law and Board policy. The Board will not require her to participate in a formal competitive application process that is identical to that used for external

candidates. The Board and Interim Superintendent acknowledge, however, that the Board may conduct any evaluations, deliberations, and discussions it deems necessary to fulfill its obligations under law and Board policy. Nothing in this provision shall be construed to oblige the Board to appoint the Interim Superintendent to the position of Superintendent or to limit the Board's discretion in its selection of a Superintendent.

If the Board determines that it will not offer the Interim Superintendent a four (4) year term as Superintendent commencing July 1, 2026, the Board shall provide written notice of that decision to the Interim Superintendent on or before June 1, 2026.

(12) **RESIDENCY**

The Interim Superintendent shall continuously maintain residency in Harford County.

(13) **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.

(14) **NO OTHER REPRESENTATIONS**

By signing this Contract, the Board and the Interim 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.

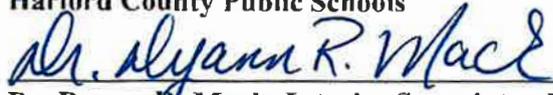
(15) **APPLICABLE LAW**

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 1 above, to be executed on its behalf by a duly authorized officer of the Board and the Interim Superintendent has indicated her approval of this Employment Contract by signing below.



Lauren Paige, Board President
Harford County Public Schools



Dr. Dyann R. Mack, Interim Superintendent
Harford County Public Schools



Witness



Witness