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**SUPERINTENDENT
BUYOUT LIMIT**

CASES ANALYSES & RECOMMENDATIONS

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PROPOSED TO: **OFFICE OF DELEGATE CHAO WU**

Superintendent Buyout Limit

Case Analyses and Recommendations

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I. EXECUTIVE SUMMARY

This report intends to propose reasonable buyout limits for superintendents in a variety of cases along the spectrum. By analyzing a wide array of cases, we were able to determine reasonable buyout limits while taking into consideration many factors, including those of individual circumstances (length of completed service, quality of performance, and the terms of contract), geographical location (county policies, cost of living, original salary), and financial impacts (school district's ability to absorb buyout costs without depreciating the quality of education, amount of money able to be allocated from the budget to fund the buyout plan).

The proposed buyout limits are numerically based on salary, healthcare insurance, and retirement benefits. As a general rule, buyout limits should reflect the values expressed in the original contracts as well as [Section 2-203 of Maryland's Education Article](#). The absolute maximum buyout amount should be the money the superintendent would have received if they were to have fulfilled the full length of their contract.

Additional recommendations include applying standardized guidelines for superintendent buyouts throughout the state as a general template; maintaining transparency and accountability during negotiations of buyout limits; and employing periodic reviews of buyout limits to ensure they best represent the interests of the superintendent, the school district, and stakeholders/county residents.

II. INTRODUCTION

BACKGROUND

A superintendent is a high-level executive in charge of managing the operations of a school district. Some of their duties include setting educational goals for the county, implementing policies, and ensuring the education system meets the state standard. They manage budgets, hire staff, and collaborate with school boards, principals, teachers, and the community to enhance the quality of education. A competent superintendent is crucial to the success of a county's education system and its constituents.

Superintendent buyout, or the practice of offering monetary compensation for superintendents to end their contracts early, is becoming an increasingly popular choice for school systems to make. Occurring across the nation, superintendent buyout is often driven by conflicts between school boards and superintendents, particularly following elections that bring in new board members with different viewpoints. Other factors include superintendents failing to meet job-performance benchmarks and situations involving investigations or allegations of wrongdoing. In these circumstances, the school system often deems that paying for an early departure is more cost-effective than following through with a lengthy legal process and facing potential liabilities.

APPROACH

We analyzed **10** cases to determine factors of interest and typical buyout amounts across a variety of case types. There were **6** cases from Maryland. We used a combination of news articles, legal documents, and public salary databases. For each case, we took note of interested parties and stakeholder opinions as well as tracked data including reasons for buyout, buyout amount, and comparison with hypothetical contractual earnings.

III. RESEARCH

Renee Foose

In 2017, Renee Foose, a former superintendent of Howard County schools, sued the Howard County Board of Education after serving for 5 years, claiming they undermined her authority. The Board, however, argued in court that they had the right to make decisions independently of the superintendent.

Major themes included comments on Foose's sexual orientation and her ability to lead, as well as examples of the Howard County Board of Education "usurp[ing] her authority," such as restricting her attendance in mandatory board meetings, disputing her supervisory authority over staff, and limiting the amount of conference time permitted with legal counsel related to "day-to-day operations" ("[Superintendent Sues](#)"; [Maryland State Board of Education](#) 8). The Board's actions have been compared to a smear campaign, though there is dispute over the reliability of investigator Cheryl Brower's reports ([Prudente](#)). In the Maryland State Board of Education's [report](#), much of the concluding sentiment revolves around the lack of respect between Foose and the Howard County Board of Education. It emphasizes lack of observance of boundaries, noting that the superintendent is not autonomous and the Howard County Board of Education should not micromanage the superintendent ([Maryland State Board of Education](#) 8).

During her term as superintendent, Foose generated frustration among community members due to her lack of transparency. Many were disappointed in her response to "a crisis involving mold in several schools" as well ([McLeod](#)). This resulted in a petition, titled "Cut Foose Loose," calling for her firing ahead of her anticipated February 2016 [contract renewal](#). Despite garnering over 1,000 signatures, the petition was ultimately unsuccessful, as Foose renewed her contract

for a second term. In March, a district survey “found that only 10.8 percent of [Howard County] teachers supported the superintendent,” marking her fall from favor ([Superville](#)).

According to Christine O’Connor, a previous chairman of the board who resigned shortly after Dr. Foose’s resignation, the Howard County Board of Education was left to pay “essentially...two superintendents at the same time” in addition to legal fees, viewing the decision and its consequences as ““a complete mismanagement of . . . taxpayers’ money” ([“Schools Superintendent”](#)). Interestingly, the Maryland Board of Education later offered Foose a position as assistant superintendent for assessment, accountability and information technology, a decision Governor Hogan states he would not have made ([McLeod](#); [“Personnel Approvals”](#)).

In exchange for Foose’s departure with the school system, the district agreed to a \$1.6 million payout, covering her unused leave, retirement plan contributions, and lifetime health benefits. Initially, she received \$1.2 million in 2017, more than double the \$273,000 per year she would have earned if she completed her four year contract. Additionally, she received health care benefits for life, beginning with a \$225,000 payment on May 31, 2017. Retirement plan contributions continued being sent every January 15 until 2020, totaling to \$302,560. In Foose’s case, no buyout limit was present, resulting in Foose receiving lifelong benefits.

Monifa McKnight

Former Montgomery County Public Schools (MCPS) superintendent Monifa B. McKnight received a \$1.3 million payout as a part of her separation agreement with the school district. An [article](#) by Nicole Asbury of *The Washington Post* and public records of the [separation agreement](#) indicate this number includes a \$30,000 coverage of her legal fees and \$86,750 worth of retirement benefits. McKnight, who was two years into a four year contract with a salary of

\$320,000, agreed not to sue the school board following the payout. Additionally, her child is permitted to attend Montgomery Public Schools, even if they move out of the county.

During McKnight's term, middle school principal Joel Beidleman was promoted to Paint Branch High School's principal. This caused a scandal in the county due to Beidleman having over 18 harassment and bullying accusations leveled against him. Examples include claims that Beidleman made comments about women's chest sizes and has repeatedly looked them up and down before speaking to them ([Korff](#)). Councilmembers questioned School Board Chair Karla Silvestre and MCPS Superintendent Dr. Monifa McKnight on why these complaints were not considered during the promotion process. An investigation has been going on regarding the complaints. However, the school system deletes emails after one year, which means potential evidence could be permanently lost. McKnight acknowledged "the responsibility that we, the board of education and I, have in that process," knowing that she has not appropriately fulfilled her responsibility and duty as a superintendent here ([Korff](#)).

Many individuals have lost trust in the county and its school system. As Councilmember Gabe Albornoz said, "It's unbelievable...trust has really been eroded on many different levels from many different stakeholders at a time that is of supreme difficulty for our school system" ([Korff](#)). McKnight claims she was not aware of the allegations during the promotion process. She stated her understanding that trust was lost and acknowledged a failure in the system, emphasizing her commitment to looking deeper into the issue and fixing it. McKnight was later selected to serve as the University of Maryland College of Education's inaugural Dean's Fellow and Superintendent in Residence, a controversial decision prompting the creation of an online petition with 500+ signatures criticizing the university for its hire ([University of Maryland College Park](#); [Zheng](#)).

Mohammed Choudhury

Mohammed Choudhury, former Maryland State Superintendent of Schools, stepped down from his position after 2 years on the job. During his term, Baltimore City English test scores improved “by 4.5 percentage points,” though this was still “lowest in the state by five full percentage points” ([Papst](#)).

Allegations included claims that “Choudhury used the encrypted messaging app, Signal, to conduct state business” in a way that promoted a toxic work culture ([Papst](#)). There were also allegations that he set his state-issued cell phone to auto-delete text messages after 30 days, a potential violation of state law after a new source’s public records request ([Papst](#)). Contested issues included lead water in schools, lack of athletic trainers in multiple school districts, and issues with state school reform law ([Ng and Tooten](#)). In the Department, Choudhury was frowned upon for his alleged micromanagement, distrust, and understaffed offices ([“Maryland Schools Chief”](#)). His actions lead to “the return of more than \$800,000 of unused funds for vocational instruction to the federal government,” among other complaints ([“Maryland Schools Chief”](#)).

For the Maryland State Department of Education as a whole, Fox45News’ Project Baltimore alleged that the Department “removed state test scores from its website, heavily redacted them, and then reposted them,” all without clearly notifying the public ([Papst](#)).

Choudhury’s contract began in 2021 and expired in June 2024. He transitioned to a role of senior advisor to the state school board in October 2023 that lasted until June 2024, during which he kept his \$326,000 salary, a \$16,000 addition from his original salary after “receiving two cost-of-living increases” ([“Maryland Schools Superintendent”](#); [Ng and Tooten](#)).

Theresa Alban

Theresa R. Alban's 2021 departure from Frederick County Public Schools (FCPS) involved a notable monetary settlement, totalling to more than \$800,000. This covered the remainder of her fiscal 2022 salary in January, her full fiscal 2023 salary in July, and accrued but unused leave amounting to over \$367,000. Alban's life insurance, long-term disability insurance, and monthly car allowance benefits were terminated. She retained "health, dental, and vision insurance coverage...for herself and her husband" as well as \$80,000 allocated towards her 403(b) retirement plan (["Separation and Settlement"](#) 1). Although the board president, Brad Young, labeled Alban's departure as a simple retirement, it closely followed a settlement between the Department of Justice (DOJ) and FCPS concerning the illegal use of restraints and exclusion against students with disabilities ([Atelsek](#)). This timing raised suspicions among Frederick County residents, who felt that Alban's removal should have been the beginning of a broader plan to address the mistreatment of disabled students.

Joshua Starr

Joshua Starr, superintendent of the Montgomery County Public School System (MCPSS), separated from the MCPSS School Board in February 2015, four months prior to the end of his four year contract. Administrators and teachers disagreed with Starr's approach toward bridging the achievement gap in the county, prompting the separation. Individual accounts from MCPSS Board members stated that Starr was "remote and dismissive" toward the Board of Education and introduced curriculum changes that did not properly support teachers or students ([Ryan and Iacone](#)). During a hearing, the majority of Montgomery County Board members voted against retaining Starr as superintendent, four of whom cited disagreement with Starr's attempts to

bridge the achievement divide in the school system. However, Board President Patricia O’Neill, County Executive Ike Leggett, and Starr himself expressed disappointment with the Board of Education’s decision to separate with Starr ([Ryan and Iacone](#)). They had sought to renew Starr’s contract and keep him in office for the following four years.

In his buyout agreement, “Starr [continued] to be paid as if he were still superintendent through June 30 and [received] more than \$46,000 for unused vacation, sick and personal days” ([Ryan and Iacone](#)). Since Starr left in February of the fourth year of his term, he received his typical salary until June 30, 2015.

Other Cases

Our focus is primarily on cases with high sums of buyout payment; however, there are cases where the buyouts are relatively low. In January 2024, Dr. Michael Martirano of Howard County—entering his superintendent role by serving as acting chief after Renee Foose’s 2017 resignation—ended his contract early with two years left on his term after serving the school system for six years ([Smith](#)). While he did not disclose specific reason for his departure, some speculate it was due to other business pursuits as well as public dissatisfaction with his handling of the bus catastrophe at the beginning of the 2023-2024 school year, as summarized in a CBS News [publication](#). Dr. Martirano’s case was a relatively placid one, showing that not all cases of superintendent resignation have to be of conflict and controversy. Similarly, Jeff Hauswald of Monroe County also left his role in 2024 with two years left on his term after serving for three years. He did not disclose his reasoning, but public criticism of his work likely played a large factor ([“Outgoing Monroe”](#)). He received a buyout amount of \$229,000.

Other states have also experienced similar controversy as Maryland with superintendents' buyouts. In 2014, Nevada's Washoe County school board decided to pay its superintendent Pedro Martinez a \$650,000+ settlement for Martinez to end his wrongful termination lawsuit against the board. The settlement included 15 months' worth of salary benefits and his attorney fees ([Stockwell](#)). Martinez was previously removed from his position in a unanimous decision among 6 board members in a closed meeting. The school board accused Martinez of lying about being a licensed certified public accountant. Later Martinez's attorney accused the school board of not following the Nevada Open Meeting law when they handled the termination. The school board's president Barbara Clark expressed that this mutually-agreed settlement was the best decision because following through with the lawsuit would have been much more costly. The public was outraged with the school board's decision, claiming to have completely lost their trust in the school board while urging members to resign in order to welcome new members to the board ([Damon](#)). Additionally, in February 2024, Jesus Jara of Clark County in Las Vegas terminated his contract after "disagreements with the district's teachers union" surrounding staff raises ([Hernandez](#)). He served the county for six years (including a 2021 fire-and-rehire) and left with two years remaining on his term and a \$250,000 buyout ([Hernandez](#)). In 2014, Texas's Fort Worth Independent School District decided to pay its superintendent Walter Dansby more than \$900,000 in exchange for his resignation with two years left on his term ([Fancher](#)). While Dansby did not disclose a particular reason for his departure, many speculate that it was a case of discrimination. Emails demonstrating conflict among board members also help shed light on Dansby's resignation ([CBS Texas](#)). As a superintendent that was held in high regard by many, his resignation evoked disappointment among many residents.

IV. SUMMARY

Below is a table of data showing the buyout cases we have researched along with their associated reasons, buyout amount, and comparison with hypothetical contractual earnings.

Person	Type of Case	Associated Buyout	% of what would have been earned if contract had been fulfilled
Renee Foose Howard County, MD 2017 (May)	Discrimination, harassment against Foose (specifically on the basis of sexual orientation)	\$1.6 million, not counting healthcare and retirement benefits	195.36% (Hypothetical contract fulfillment: 3 years left in contract * \$273,000 annual salary = \$819,000)
Monifa McKnight Montgomery County, MD 2024 (February)	Failed to address harassment complaints brought against an employee	\$1,183,250, not including \$30,000 legal fee reimbursement and \$86,750 retirement benefits	184.88% (Hypothetical contract fulfillment: 2 years left in contract * \$320,000 annual salary = \$640,000)
Mohammed Choudhury Maryland State Superintendent of Schools 2023 (October)	toxic work culture, auto-deleting text messages in violation of state law, issues in schools, issues with a state school reform law, mismanagement of funds	\$326,000	100% (Hypothetical contract fulfillment: 1 year left in contract * \$326,000 annual salary = \$326,000)
Theresa Alban Frederick County, MD 2021 (December)	Settlement between Department of Justice and FCPS over illegal use of restraints and exclusion against students with disabilities.	\$800,000	212% (Hypothetical contract fulfillment: 1.5 year left in contract * \$251,000 annual salary = \$376,500)

Joshua Starr Montgomery County, MD 2015 (February)	Disagreement with School Board and teachers over his methods of “bridging the achievement gap,” changes made in school curriculum	\$97,104.18 (remainder of annual salary [\$264,000] from February 2015- to June 2015), \$46,583 (unused sick/vacation leave), \$2,000 in attorney fees	118.40%
Michael Martirano Howard County, MD 2024 (January)	Bus service frustration, other business pursuits	N/A	N/A (Hypothetical contract fulfillment: 2.5 years left in contract * \$290,743 annual salary = \$726,857.50)
Jeff Hauswald Indiana 2024 (March)	public criticism	\$229,000	50% (Hypothetical contract fulfillment: 2 years left in contract * \$228,926 annual salary = \$457,852)
Jesus Jara Nevada 2024 (February)	criticism when handling district policy (caused a public outcry)	\$250,000	32% (Hypothetical contract fulfillment: 2 years left in contract * \$395,300 annual salary = \$790,600)
Pedro Martinez Nevada 2014 (November)	Lying about credentials	\$527,000, not including \$80,000 attorney fees and unsubstantiated amount of outside legal fees	97.6% (Hypothetical contract fulfillment: 2 years left in contract * \$269,980.82 annual salary = \$539,961.64)
Walter Dansby Texas 2014 (June)	Discrimination against Dansby (speculation)	\$900,000+ (\$906,398.63)	133.76% (Hypothetical contract fulfillment: 2 years left in contract * \$338,817.60 base salary = \$677,635.20)

V. RECOMMENDATIONS

Existing Legislation

Superintendent buyouts often leave a devastating impact on a county. Not only do the school board and the new superintendent have to spend significant time working together to build a strong relationship and understand each other's role to ensure the county moves toward its goals, but school districts have to pay hundreds of thousands or millions as the buyout. As a result, many policymakers have taken action to limit the buyout. For example, in 2015 California Governor Jerry Brown signed a law that changed the limit of superintendents' severance from 18 months to 12 months. In addition, buyouts for superintendents who were fired for fraud and other financial wrongdoing were also eliminated. Indiana passed a law in 2019 limiting assistant school superintendent buyouts to \$250,000, driven by the discovery of Wayne Township's 2011 \$1 million payout (["New Law"](#)). In Texas, if the value of the superintendent payout comes out to more than a year's salary and benefits in reference to the superintendent's contract, "the state can reduce a district's foundation funding" ([Superville](#)). Interestingly, however, districts continued to approve high buyout amounts, leading the state to withhold \$1.5 million in payouts from such districts from 2011 to 2015 ([Superville](#)).

Factors to Consider

Superintendent buyouts are costly endeavors that drain county funds that should be used towards education. As such, care must be taken to supply reasonable buyout amounts. Therefore, we considered a variety of factors to determine appropriate buyout limits, with the three main ones being individual circumstances, geographical location, and financial impacts.

Individual Circumstances

Factors considered under individual circumstances include the superintendent's length of completed service, quality of performance (e.g. causes for buyout), and the terms of contract when determining reasonable buyout limits.

Buyout limits are a breach of contract, as most superintendent agreements include a clause signifying an agreement to perform their duties for a specified number of years in order to receive their compensation. It is unfair to taxpayers to have their money allocated to satiating a broken contract. For example, Section 2-203 of Maryland's Education Article notes that the Maryland State Board of Education may remove the State Superintendent for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty ([23](#)). Under the 2016 agreement between former Howard County superintendent Renee Foose and the Board of Education of Howard County, the result of a Superintendent resignation is that "the Board shall pay [the Superintendent] an amount equal to three (3) months salary and during that three (3) month period only the Board will continue to pay [benefits]," including retirement and health insurance ([11](#)).

The differing causes of buyout is the largest factor affecting buyout amounts on a case-by-case basis.

Geographical Location

Since economic conditions vary throughout different regions of Maryland, it is necessary to take into consideration the county policies and cost of living in a specific superintendent's county when creating a buyout plan. Luckily, these values are accommodated when setting the value of

the superintendent's salary, as shown in the Maryland State Department of Education's "Professional Salary Schedules" document (4). The superintendent's original salary can be used as a benchmark.

As superintendent contracts include expected cost-of-living adjustments to their salary, buyout limits can simply take into account the existing amounts expressed in the original contract.

Financial Impacts

In determining buyout limits, it is important to assess a school district's ability to absorb buyout costs without depreciating the quality of education and the amount of money able to be allocated from the budget to fund the buyout plan. Additionally, buyout benefits outside of pure monetary payment, such as healthcare and retirement benefits, should be quantified.

The amount of money able to be allocated from the county budget to fund the buyout plan is taken from the superintendents' salary and benefits outlined in their contract. A key change we would like to propose is to not redistribute other county funds towards the superintendent buyout; **the absolute maximum buyout amount is the money the superintendent would have received if they were to have fulfilled the full length of their contract.** This way, there is less of a financial strain on other aspects of the county's education and buyout costs are thus absorbed without depreciating the quality of education of the county's residents.

Healthcare and retirement benefits are sometimes written directly in the contract as an amount. For example, Dr. Martriano's contract (Howard County) noted that he would receive "[500] per month to cover the cost of health, dental and vision insurance" (3). Some contracts also include retirement, healthcare, and life insurance benefits, with clauses describing whether the benefits

extend past the end of the contract as well as what to do if a superintendent violates contract in a particular way ([“Contract Between Dr. Renee A. Foose” 6, 7, 10](#)). Thus, **buyout limits should reflect the values expressed in the original contracts.**

A more detailed quantification of the monetary value of health benefits could be performed by using techniques like fixed effects regressions, instrumental variable regressions, and the well-being valuation approach to quantify concepts like Quality Adjusted Life Year ([Himmler](#)). However, this is beyond the scope of this paper, and simply following the numbers and guidelines outlined in superintendent contracts is a more than reliable way of quantifying monetary benefits outside of salary.

We originally considered addressing the financial effects of a superintendent’s subsequent employment gap as well as their household situation (e.g. do they have children to support) but ultimately determined this was irrelevant.

Suggested Buyout Limits

The two major categories contributing to the buyout price tag are salary and non-salary benefits.

1. Money allocated based on salary:
 - 1.1. Depends on the reasons behind a superintendent’s resignation/buyout. If the resignation is due to immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty, **a maximum of 30% of the superintendent’s salary** should be allocated for this section. If resignation is not due to one of the above or similar reasons, **a maximum of 100% of the superintendent’s annual salary** should be allocated.

1.2. Following Texas’ model, if the value of the buyout exceeds the allowed amount, the state of Maryland should have the power to **reduce funding allocated to that county**. This aims to prevent exorbitant buyouts from occurring.

2. Money allocated for benefits outside of salary:

2.1. Depends on the reasons behind a superintendent’s resignation/buyout. If the resignation is due to immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty, **a maximum of 3 months of healthcare insurance** should be allocated for this section. This provides ample time for the superintendent to acquire new healthcare insurance by supplementing them in the transition period. If resignation is not due to reasons outlined in [Section 2-203 of Maryland’s Education Article](#) or similar reasons, follow the guidelines below.

2.2. **Retirement plan/403(b)**: At most **one (1) year’s worth** of 403(b) contribution can be factored into the buyout amount. The annual limit is \$69,000 for 2024, though this number changes every year ([“Retirement Topics”](#)).

2.3. **Healthcare**: Healthcare benefits should be **continued to the original ending of the superintendent’s term**. For example, if the contract was set to expire in 2026 but the superintendent resigned in 2024, the superintendent would receive healthcare benefits for 2 more years after their resignation.

Additional Recommendations

Additional recommendations include applying standardized guidelines for superintendent buyouts throughout the state as a general template; maintaining transparency and accountability

during negotiations of buyout limits; and employing periodic reviews of buyout limits to ensure they best represent the interests of the superintendent, the school district, and stakeholders/county residents. Ensuring reasonable and fair buyout limits is an integral part of maintaining high levels of academic performance to best serve students and other stakeholders.

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