

EMPLOYMENT CONTRACT
between
THE BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY
and
DR. MARK T. BEDELL, SUPERINTENDENT OF SCHOOLS

This EMPLOYMENT CONTRACT (“Contract”) is made this 17th day of June, 2022, by and between the BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY, MARYLAND, a body politic and corporate, (hereinafter, the “Board”) and Mark T. Bedell, Ed.D. (hereinafter, “Dr. Bedell” or the “Superintendent”).

WHEREAS, the Board, at a meeting duly called with the necessary members in attendance, did move to appoint and employ the said Dr. Bedell as Superintendent of Schools for the Anne Arundel County Public Schools (“AACPS” or the “school system”) pursuant to Section 4-201 of the Education Article of the Annotated Code of Maryland, for a term of four (4) years beginning on July 1, 2022 and

WHEREAS, the State Superintendent of Schools, by letter dated June 9, 2022, approved Dr. Bedell’s appointment; and

WHEREAS, the Board desires to provide the Superintendent 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 for effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools, and that such employment shall be governed by this Contract to the fullest extent consistent with applicable law; and

WHEREAS, both parties agree that the Superintendent shall perform the duties of his position in and for the public schools in Anne Arundel County, including but not necessarily limited to those duties as prescribed by the laws of Maryland in the Education Article, Annotated Code of Maryland, Sections 4-201, 4-204 and 4-205, *et seq.*, the Code of Maryland Regulations (COMAR), and the Board's policies and directives as may be amended from time to time; and

NOW THEREFORE, the Board and the Superintendent, for the consideration herein specified and consistent with the above recitals incorporated herein by reference, agree as follows:

1. TERM OF EMPLOYMENT

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as the AACPS Superintendent of Schools for a term of four years consistent with the provisions of Section 4-201, *et seq.*, of the Education Article, which term shall commence on July 1, 2022, and, subject to the provisions for termination as hereinafter provided in this Agreement, shall end on June 30, 2026. The Board has not adopted any policy, rule, regulation or practice providing for tenure of the Superintendent, and no right of tenure is created by this Agreement.

2. SUPERINTENDENT'S CERTIFICATION, RESPONSIBILITIES, AND COMMUNICATIONS

A. The Superintendent affirms that he meets the qualifications of Section 4-201(c) of the Education Article. He further agrees that he shall maintain throughout the term of his employment a valid and current certificate to act as Superintendent and any other certifications required under Maryland law and regulations. He shall also continue to meet all other qualifications required by law and promptly notify the Board in the event he no longer meets any of the necessary qualifications.

B. The Superintendent, upon request, shall complete and submit all records required by AACPS or the State for his employment and/or payroll purposes. Failure to provide

and maintain necessary certification(s), waiver(s), permit(s), or authorization(s) shall render this Agreement void. Any misrepresentation of a material fact in the records or other information provided by the Superintendent shall be grounds for the Board's termination of this Agreement.

C. The Superintendent shall perform his duties as necessary for the efficient and effective management of the school system. He shall do so with reasonable care, skill, expertise, and professionalism and in a manner that is consistent with State law, Maryland State Board of Education bylaws, and the county Board's policies, regulations, decisions and instructions. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall: serve as executive officer, secretary and treasurer of the Board; direct, assign, and transfer teachers and other employees of the schools under his supervision; in consultation with the Board, organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs; hire all personnel, subject to the approval of the Board and excepting such staff as may report directly to the Board; from time to time recommend policies and implement regulations deemed necessary for the effective operation of the school system; advise the board on matters that come before it; serve as an ex-officio member of all Board committees except any ad hoc Board-specific committees the Board appoints, such as a Superintendent search or evaluation committee or Board handbook committee; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board from time to time. The Superintendent shall ensure that all necessary or requested administrative and technical support is provided for the meetings of the Board and its committees.

D. In order to facilitate a cooperative working relationship between the Superintendent and the Board, the parties agree to notify each other, as appropriate, of criticisms, complaints, and suggestions concerning the school system and its operations and to work cooperatively to meet the needs of the schools. With respect to complaints about matters involving AACPS, other than those related to individual Board members or the Board as a whole, the Superintendent shall either (1) review and take appropriate action, including informing the Board of the results within a reasonable time; or, (2) direct complaints, where appropriate, to the relevant complaint resolution procedure as established by law, Board policy or AACPS regulation. Individual Board members agree that they will not give direction to the Superintendent or any staff member regarding the management of the school system or the solution of specific problems and that they will refer communications regarding the administration of AACPS to the Superintendent, through the Superintendent's log, for an investigation and an appropriate update or report to the Board, taking into account any pending or potential appeal to the Board.

E. The Superintendent will be expected to continue regular AACPS newsletters, press releases and similar communications with the AACPS students, staff, families and community at large, as appropriate, concerning the activities and events of the school system. Except where emergency circumstances make it impracticable, all such communications shall be shared with the Board reasonably in advance of publication or distribution.

3. COMPENSATION, RETIREMENT AND DEFERRED COMPENSATION

A. The annual salary of the Superintendent shall be Three Hundred Five Thousand Dollars (\$305,000.00) for the first year of the term, payable bi-weekly and subject to applicable withholdings, effective July 1, 2022. The annual salary for each subsequent year,

beginning as of July 1, 2023, shall be increased by an amount equal to the increase, if any, granted to 12-month executive staff (Unit VI) employees; provided, however, if salary reductions are necessary across the board for staff, the Superintendent's salary shall be reduced by the largest decrease that is applied to any employee unit. Further, if furloughs are deemed necessary by the Board and the Superintendent, the Superintendent shall be furloughed to the extent of the maximum furloughs imposed on any employee group.

B. The Superintendent shall participate in the appropriate State and local pension/retirement systems as provided by law.

C. The Board will contribute Twenty-Two Thousand Dollars (\$22,000) annually to a Section 403(b) or Section 457 Plan for the Benefit of the Superintendent. These payments shall be made in four (4) equal quarterly payments of \$5,500 into the eligible plan during each year of this Agreement ("year of service"), with the first being made on or about October 1. If the Superintendent fails for any reason to complete said year of service, other than for termination by the Board without cause as provided in Article 11, the Board will be relieved of its responsibility to make the remaining quarterly payments associated with this contribution.

D. The Board may consider, in its sole discretion, an additional annual contribution to a Section 403(b) or Section 457 Plan for the Benefit of the Superintendent in an amount of up to Ten Thousand Dollars (\$10,000) following the Board's year-end review and evaluation of the Superintendent as provided in Article 4. Such additional contribution, if any, shall be made as a lump sum payment into the Superintendent's eligible plan on or before September 30th following the evaluation.

E. The Board's contribution(s) hereunder shall be in addition to any contribution to the Maryland State Teachers Retirement and Pension System that the Board is legally required to fund. The Superintendent shall be responsible for any and all applicable federal and state taxes on contributions to or distributions from the account. The Superintendent shall have no right to receive contributions in cash.

F. The Superintendent understands and agrees that the Board makes no representation as to the tax consequences of any compensation or benefits provided pursuant to this Agreement (including, without limitation, under Sections 403(b) or 457 of the Internal Revenue Code), and that the Superintendent is solely responsible for any and all federal, state and local income, excise, or other taxes imposed on the Superintendent with respect to any and all compensation and benefits provided to the Superintendent.

4. SUPERINTENDENT EVALUATION

A. The Board shall assess and evaluate the Superintendent's performance annually, in writing, based upon factors including, but not limited to: demonstrated improvement in the academic performance of AACPS students; successful management of the school system; progress in implementing mutually approved goals and objectives of the Strategic Plan; implementation of any budget; promotion of community involvement; satisfaction with school system programs; success in developing and maintaining a good working relationship with the Board; and improving and expanding AACPS' programs and services. Specifically:

(1) Early each school year, the Board and the Superintendent will meet to (a) review the form(s) used for the Board's evaluation of the Superintendent and (b) discuss and agree upon the goals derived from AACPS five (5)-year Strategic Plan and any other

the criteria determined by Board for its evaluation of the Superintendent's performance for the upcoming school year.

(2) Mid-school year, the Board and the Superintendent will meet in closed session to review the Superintendent's progress in regard to the performance goals that have been established. The Board will document the substance of said review in the closed session minutes.

(3) By June 1 of each year of this Agreement, the Superintendent, prior to his evaluation, shall provide the Board with a written self-appraisal of his accomplishments and progress toward meeting the performance goals that have been established.

(4) In July of each year, the Board and the Superintendent shall meet to evaluate the performance of the Superintendent over the preceding year and to discuss improvements in the school system. This meeting shall be in closed session and the confidentiality of the session shall be maintained. The Board's evaluation of the Superintendent shall include a collective discussion of the evaluation forms submitted and the Board's final evaluation of the Superintendent, who shall have the right to provide a written response to the Board. The final evaluation will come from the Board as a whole rather than consisting of only comments from individual Board members. The written evaluation documents and all related documents used in the evaluation process shall remain confidential. In addition to this formal process, either the Board or the Superintendent may initiate additional discussions about the Board-Superintendent relationship at any time.

5. EXPENSES (RELOCATION, AUTOMOBILE, TECHNOLOGY AND PROFESSIONAL DEVELOPMENT)

A. The Board shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of his duties

under this Agreement. For business expense reimbursements, the Superintendent shall submit itemized expense statements to the President of the Board, who will review them. Upon approval by the Board President, which approval will not be unreasonably withheld, AACPS will reimburse the Superintendent for reasonable and necessary business expenses.

B. On or before July 31, 2022, the Board will pay the Superintendent the amount of Twenty Thousand Dollars (\$20,000) to assist with his moving, transportation, temporary lodging and associated expenses of relocating to Anne Arundel County.

C. The Board will pay the Superintendent Eight Hundred Fifty Dollars (\$850.00) per month during his employment with AACPS to pay for an automobile (which may be used for personal and business purposes), and the automobile-related expenses (insurance, repairs, maintenance, fuel, etc.). The Superintendent will be responsible for paying all expenses associated with the vehicle.

D. In order to ensure the Superintendent's accessibility to the Board and staff members, and to enhance his ability to maintain the school system, the Board will provide the Superintendent with appropriate technology as required in the performance of his duties. No set-up or technical support of this equipment may be performed by AACPS employees outside of Anne Arundel County. The equipment and services provided for herein shall include items such as a smart phone, an electronic tablet, a computer, a printer, and cable and/or Internet connection for communication with the Board, school system employees and the public.

E. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Upon notification to, and with the prior approval of the Board President, the Superintendent may participate in professional development programs and activities that do not interfere with the discharge of his responsibilities to

the Board and/or the school system, and he will be reimbursed for the cost of those programs and all expenses related to his participation.

F. Upon notification to, and with the prior approval of the Board President, the Superintendent shall attend appropriate business and professional meetings at local, state, and national levels. Expenses of travel and related attendance costs may, as appropriate, be paid in advance by the Board or reimbursed upon the submission of proper receipts by the Superintendent.

6. LEAVE AND INSURANCE

A. The Superintendent shall accrue 27 days of annual leave per year during the term of this Agreement. The Superintendent may carry over a maximum of 15 days of annual leave per year. At the end of each fiscal year he shall be compensated at the per diem rate for any unused annual leave in excess of 15 days. At the termination of employment, the Superintendent shall be paid full compensation at his full daily rate of pay for any accrued, unused annual leave. All requests for paid or unpaid annual leave requires approval of the Board President.

B. The Superintendent shall have the same duty days and shall observe the same AACPS holidays as those observed by 12-month executive employees.

C. The Superintendent shall have the same personal and sick leave benefits as authorized by Board policies for 12-month executive employees. Consistent with state law, the Superintendent shall not be entitled to cash out or convert any such sick leave, but upon retirement, may use such leave as creditable service with the Maryland State Retirement and Pension System as permitted by law. No external sick leave will be credited, with the exception of that which is permitted by the Maryland State Retirement and Pension System and COMAR. The Superintendent may not receive monetary compensation for sick leave benefits earned while he was employed by any other Board of Education or school system but may use any such sick

leave in the same manner as sick leave accrued while employed by the county. All requests for sick leave require approval of the Board President.

D. The Superintendent shall be entitled to select and participate in any and all of AACPS' existing family medical, dental, vision, prescription drug, disability, and life insurance plans, as those plans may be amended from time to time, subject to the applicable contributions and payroll deductions that apply to other 12-month executive employees. Upon termination of this Agreement, the Superintendent will be responsible for the costs of continuing, at his option, any such health insurance coverage.

E. The Board, at its cost, will also provide term life insurance for the Superintendent in the amount of Five Hundred Thousand Dollars (\$500,000.00). This term life insurance policy shall be owned by the Superintendent, who shall have the right to select the insurer and the beneficiary of his choosing. Upon termination of his employment under this Agreement, the Superintendent shall be responsible for continuing such policy at his sole expense, should he desire to do so. This term life insurance is in addition to any life insurance coverage that the Superintendent may have under (D) above.

F. The Superintendent shall have the right to participate in any benefit or program to which other 12-month executive employees are currently entitled, unless otherwise expressly set forth herein, or to which they become entitled. The Superintendent shall be entitled to the same holidays as 12-month executive employees.

G. To effectuate the terms of compensation, leave, insurance and other benefits provided herein and ensure accuracy in AACPS records, the Superintendent shall prepare, for the Board President's review, a memorandum to the appropriate staff indicating the terms to be implemented.

7. PROFESSIONAL LIABILITY

The Board shall defend, hold harmless, and indemnify the Superintendent 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: (1) the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of his employment; (2) the Superintendent was acting without malice and gross negligence; and (3) such defense and indemnity is within the authority of the Board to provide under state law. In no case will individual Board members be considered personally liable to defend, hold harmless, or indemnify the Superintendent against such demands, claims, suits, actions, and legal proceedings.

8. MEDICAL EXAMINATION AND DISABILITY

A. In the event of a significant illness or other health condition, the Superintendent, upon request by the Board, shall furnish additional documentation from a licensed physician or psychiatrist who is mutually acceptable to the Board and to the Superintendent as may be required to determine that the Superintendent has the ability to perform the essential functions of his position, with or without reasonable accommodations, or as otherwise allowed by law, and such information shall be treated as confidential. In addition, during the term of this Agreement, if the Board, upon a majority vote of the membership of the Board, determines that it is in the best interests of the school system to have the Superintendent's medical condition examined, it may require that the Superintendent be examined by a state licensed physician or psychiatrist who is mutually acceptable to the Board and the Superintendent. Any such examination shall be treated as confidential. The physician or psychiatrist shall furnish to the Board a written medical report which shall indicate the status of the Superintendent's physical and/or mental condition and his ability to physically and/or mentally perform the duties and responsibilities of

the Superintendent, with or without reasonable accommodations. Any such written medical report shall be treated as confidential. The cost of all such examinations and reports shall be paid by the Board.

B. In the event that it is determined that the Superintendent is unable to perform any or all of his duties by reason of illness, accident or other causes beyond his control and said incapacity is permanent, irreparable, or of such a nature that a reasonable accommodation cannot be made and the condition renders the Superintendent's continued performance of the terms and conditions of this Agreement unfeasible, the Board, upon a majority vote of the members, may elect to terminate this Agreement, at which time the respective duties, rights and obligations of each party shall terminate subject to the terms herein.

9. SECURITY

In the event the life or safety of the Superintendent and/or his family are threatened or otherwise appear endangered during his term as Superintendent or because of the performance of his official duties, the Board, in consultation with appropriate law enforcement officials and the Superintendent, shall provide reasonable protection for him and/or his family as the Board determines proper, with all costs paid by the Board except those costs which are covered by public law enforcement agencies.

10. PROFESSIONAL AND CIVIC ACTIVITIES

A. 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. The Superintendent shall not accept any outside employment or contractual work that in any manner interferes with the performance of his duties and responsibilities as Superintendent. At the same time, the Board recognizes that certain outside activities are not likely to interfere with the performance of the Superintendent's duties and may have a beneficial impact on the Superintendent's professional growth and the school system he leads. Thus, the Board may permit

the Superintendent, subject to and conditioned upon the Board's prior written approval, the opportunity to engage in certain professional and civic activities, including writing, teaching, consulting and lecturing, with or without honorarium. For the purposes of this Agreement, the word "consulting" means providing professional or expert advice for compensation. The Superintendent shall report to the Board, no later than July 1 of each year of this Agreement, all such outside activities in which he has engaged during the preceding year.

B. The Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations that he intends to join, along with the costs associated with the membership. The Board shall pay or reimburse the Superintendent for annual professional association dues of up to five professional organizations as specifically approved by the Board.

C. The Superintendent shall provide the Board on an annual basis a list, along with the costs associated with membership, of proposed other civic groups (such as the Chamber of Commerce) that he intends to join. The Board shall pay or reimburse the Superintendent for the dues and/or membership fees required by these civic groups, as approved by the Board.

D. The Superintendent may hold office or accept responsibilities in these professional organizations provided that the organizations' meetings, offices and/or responsibilities do not interfere with the performance of his duties as Superintendent.

E. Should the Superintendent author and/or publish for any compensation, profit or royalty, any research or scholarly work using any data or referencing the activities of the school system during his tenure as Superintendent, the compensation for that work shall become the sole property of the Board to disburse as it deems appropriate.

F. The Superintendent shall have no interest, financial or otherwise, directly or indirectly, or engage in any public transactions or professional activities, which are in conflict with the proper discharge of his duties as Superintendent. Nothing in this section is intended to affect the Superintendent's obligations with respect to the Board's ethics policies and procedures.

11. TERMINATION

A. In addition to the non-renewal at the end of its four-year term, this Agreement may be terminated prior to the expiration of the four-year term by (1) a judicially-determined material breach by either party; (2) mutual agreement of the parties; (3) retirement or resignation by the Superintendent; (4) death of the Superintendent; (5) the permanent disability of the Superintendent which results in his inability to perform the essential functions of his position, with or without reasonable accommodations, because of illness or incapacity for a continuous period lasting longer than sixty (60) consecutive days, subject to paragraph D below; or (6) removal of the Superintendent for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty, in accordance with the provisions of Section 4-201(e) of the Education Article of the *Annotated Code of Maryland*. Upon removal of the Superintendent for cause under Section 4-201(e), the Superintendent's compensation and all other benefits will cease.

B. The Superintendent may terminate this Agreement for any reason, including but not limited to resignation or retirement. If he intends to resign or retire prior to the end of the term of this Agreement, the Superintendent shall give at least one hundred twenty (120) days written notice to the Board. In the event that he fails to give this required notice, the Superintendent agrees to pay the Board a penalty of One Thousand Dollars (\$1,000.00) for each day that is less than one hundred twenty (120) days. Unless the parties otherwise agree, and except

as specified elsewhere in this Agreement, no other damages may be sought solely as a result of the early resignation.

C. Nothing in this Section 11 shall be construed to prevent the Board and the Superintendent from mutually agreeing to terminate their Agreement and provide for compensation arrangements in conjunction with such mutual termination. The terms of any such agreement shall be memorialized in writing.

D. In the event of permanent disability by illness or incapacity, the Superintendent may use all accumulated sick leave, family medical leave and such other leave as may be available until exhausted. When, after exhausting all such leave, the Superintendent has been absent from fulfilling his duties, for whatever cause, for an additional period of sixty (60) days following said exhaustion of leave, he will be deemed to have resigned and the Agreement terminated, unless it is further extended by Board action.

E. In the event that the Board believes that it has grounds remove the Superintendent for cause under Section 4-201(e) of the Education Article, it shall notify the Superintendent in writing. Unless extended by written agreement of the parties, the Superintendent shall have five (5) business days to determine whether he wishes to resign in lieu of removal proceedings, which resignation shall be effective on the date the resignation is submitted, unless otherwise agreed in writing by the parties. The terms of any mutually acceptable resignation agreement between the parties shall be memorialized in writing.

F. Any and all benefits to the Superintendent shall cease as of the date of termination of this Agreement for any reason stated herein. The Board shall have no liability for any payments or benefits due under this Agreement after the termination date and shall be entitled to recoup payments made or benefits received by the Superintendent after the termination date by

any available means, offset against payments or benefits due but not yet paid to the Superintendent, and he specifically agrees and authorizes such set-offs and recoupment.

12. AMENDMENT

This Agreement may be amended during its term by mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by the President of the Board and the Superintendent.

13. RENEWAL OF EMPLOYMENT AGREEMENT

Any renewal of this Agreement shall be in accordance with the provisions of Maryland statutory law.

14. NOTICE

Any formal notice required by this Agreement shall be in writing and shall be provided to either party by personal delivery or certified mail. Any mailed notice to the Superintendent shall be forwarded to his residence and any mailed notice to the Board shall be forwarded to the Central Office of the Board.

15. SAVINGS CLAUSE/SEVERABILITY, DISPUTE RESOLUTION AND GOVERNING LAW

A. If any cause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction, or by the operation of any applicable law, it shall not affect the validity of any other cause or provision, which shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Maryland.

B. In the event of any dispute between the Superintendent and the Board concerning this Agreement, in whole or in part, the parties shall use their best efforts in good faith attempts to resolve the dispute amicably and informally, using Alternative Dispute Resolution methods. In the event

any litigation arises in connection with any dispute, the prevailing party may be entitled to an award of costs and reasonable attorney's fees to the extent such an award is deemed proper by a court of competent jurisdiction.

C. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. The Circuit Court for Anne Arundel County shall have jurisdiction over any dispute which may arise under this Agreement, unless federal jurisdiction is exclusive for the remedy sought, and each of the parties to this Agreement submits and hereby consents to the Circuit Court's exclusive jurisdiction.

D. This Agreement supersedes all prior oral and written proposals or communications between the parties. The Agreement embodies the entire agreement between the parties hereto and cannot be varied or amended except by written agreement of the undersigned parties.

E. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision. Nor shall any waiver constitute a continuing waiver unless expressly stated.

F. The Board and Superintendent declare that each fully understands all of the terms and provisions of this Agreement, each has had the opportunity to consult with counsel, and each signs this Agreement freely and voluntarily without duress or undue influence. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, or conditions, oral or written, other than those expressly set forth in this Agreement. It is the intention and agreement of the parties that no changes to any provision of this Agreement shall be effected in any manner whatsoever, except by subsequent written agreement of the parties, executed with the same formality and in the same manner as the execution of this Agreement. This

Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

IN WITNESS WHEREOF, the Board of Education of Anne Arundel County has approved this Agreement and caused it to be executed in its name by its President by formal action of the Board, and Dr. Bedell has accepted this Agreement and has hereunto set his hand and seal, the day and year first above written.

WITNESS:

BOARD OF EDUCATION
OF ANNE ARUNDEL COUNTY

William Howell (SEAL)

Joanna Bache Tobin
By: Joanna Bache Tobin, Ph.D., President

WITNESS:

SUPERINTENDENT OF SCHOOLS

William Howell (SEAL)

Mark T. Bedell
Mark T. Bedell, Ed.D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Board Counsel