



Maryland State Board of Education

200 WEST BALTIMORE ST. / BALTIMORE, MD 21201-2595 / (410) 767-0467

AGREEMENT BETWEEN
THE MARYLAND STATE BOARD OF EDUCATION
AND
STATE SUPERINTENDENT OF SCHOOLS

This agreement is made by and between the Maryland State Board of Education, hereinafter referred to as the "State Board", and Mr. Mohammed A. Choudhury, hereinafter referred to as the "Superintendent".

WITNESSETH: The State Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. **Term of Agreement.** Pursuant to Education Article §2-302, the Superintendent shall be employed for a period of three years beginning on the 1st day of July 2021.

Section 2. **Compensation.** In consideration of the compensation set forth below, the Superintendent agrees to perform faithfully the duties of the State Superintendent of Schools as set forth in statute and Board policy.

Base Salary. The base salary shall be \$310,000 for the contract year beginning July 1, 2021, and will receive Maryland State employees' cost of living increases for each year thereafter, for the term of this agreement. The annual salary is subject to required withholding for income taxes, Social Security contributions and other required withholdings and contributions and taxes.

Section 3. **Professional Development.** The State Board will provide the Superintendent and his senior leadership team training and professional development opportunities, including training consistent with §6-124.

Section 4. **Leave.** The State Board shall request that, pursuant to COMAR 17.04.11.20, that the Secretary of the Department of Budget and Management grant an exemption from positive time keeping for the Superintendent. With that exemption, the Superintendent may take reasonable leave as needed.

Section 5. **Benefits.** The Superintendent is eligible for benefits consistent with Maryland law and Board policy.

A. Medical, Dental, Vision, Prescription Drug, Disability and Life Insurance. The Superintendent shall be entitled to select and participate in one of the State of Maryland's family medical, dental, vision, prescription drug, and life insurance plans at the same cost and terms as other State of Maryland employees, as those plans may be amended from time to time. In addition, the State Board shall provide a disability insurance plan for the Superintendent at a cost not to exceed \$2,500 annually.

B. Retirement plan. The Superintendent is eligible to participate in the retirement plans available to State employees under the State Personnel and Pensions Article.

C. Moving/Relocation and Temporary Housing Expenses. Upon submission of required expense reports and proper receipts, the Superintendent shall receive payment for moving, storage, and temporary housing expenses at reasonable market rates, subject to State policies and procedures.

D. Transportation. Subject to State policies and procedures, the Superintendent is entitled to the use of a State vehicle for official business. The State Board will pay the costs charged by the State for the Superintendent's use of the State vehicle. In addition, at the Superintendent's option, the Superintendent may use his own automobile and, if he exercises this option, will be reimbursed for mileage at the State mileage rate.

Section 6. **Expenses.** The Superintendent is entitled to reimbursement for reasonable out-of-pocket expenses incurred that are directly related to the performance of his job. The Superintendent will follow the reimbursement process and policies established for State of Maryland employees.

Section 7. **Communication.** Effective and regular communication between the Superintendent and the Board throughout the year is essential for positive working relationships and success in carrying out the responsibilities of the position. The Board is committed to ensuring effective communication is a component of professional development and the evaluation process. The Board is committed to meeting with the Superintendent no later than October 1, 2021 and annually to discuss and agree on the process and procedures for how they will communicate and work together. The Board is committed to support the Superintendent to exercise the powers, duties and authority specified in the Maryland Education Article, regulations, and other duties authorized by Maryland law and the Board.

Section 8. **Evaluation.** No later than September 1, 2021 and each September 1 of each year of this Agreement, the State Board and State Superintendent shall meet to discuss and agree on the goals, process and evaluation instrument to be used to evaluate the Superintendent. No later than June 1, 2022 and each June 1 of each year of this Agreement, the State Board shall conduct an evaluation of the State Superintendent using the agreed-upon criteria and instrument. The evaluation shall include determining the Superintendent's progress in achieving the agreed-upon goals. No later than March 1, 2022 and each March 1 of this Agreement, the State Superintendent shall complete a self-appraisal using the agreed-

upon form and the State Board shall consider the self-appraisal in conducting the Superintendent's evaluation. The State Board shall conduct the Superintendent's evaluation in executive session, shall provide the Superintendent a written evaluation using the agreed-upon instrument and shall provide the Superintendent the opportunity to respond orally and in writing to the State Board's evaluation. The Superintendent's evaluation shall be confidential.

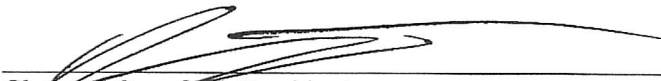
Section 9. **Removal.** The State Board may only remove the Superintendent from his position for the reasons set out in Education Art. §2-302, subject to the due process required.

Section 10. **Amendment.** This Agreement may be modified or amended only in writing *as* authorized, agreed upon and executed by the Superintendent and the Board.

Section 11. **Severability.** If during the term of this agreement it is determined that a specific clause of the Agreement is illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force.

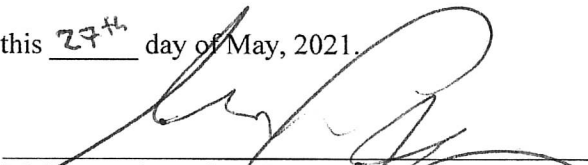
IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

Executed by the State Board this 27th day of May, 2021.



Clarence Crawford, President
Maryland State Board of Education

Executed by the Superintendent this 27th day of May, 2021.



Mohammed A. Choudhury
State Superintendent of Schools