



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 Dr. Karen Salmon, hereinafter referred to as the "Superintendent".

WITNESSETH: The 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 four years beginning on the 1st day of July 2016.

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.

A. Base Salary. The base salary shall be \$236,000 for the contract year beginning July 1, 2016 and for each year thereafter for the term of this agreement.

B. Incentive Payments. Annually, based on performance goals and metrics established by the State Board, incentive payments may be made, subject to appropriations, for achievement of performance goals targeted to Pre-K, as measured by the KRA; 3rd, 5th, and 8th grades as measured by scores on assessments; and high school outcome measures, which may include, but are not limited to, graduation rates, AP/IB participation, and post-secondary college and career involvement; as well as reductions in the achievement gap between subgroups and improvement in the Juvenile Services Education Schools. The Board will set the performance goals and the incentive payment for each performance goal at the annual evaluation of the Superintendent. The total amount of the incentive payments, if any, per year shall not exceed 15% of the base salary.

Section 3. Payment Terms. Each year of the term of this agreement the Department shall report the data relevant to the performance goals to the State Board and the Superintendent within 30 days of the data becoming available. Based on the data, the State Board will approve payment of the incentive payment(s) subject to appropriations. The incentive payment(s) will start in the next appropriate pay period and will continue over the remainder of the fiscal year proportionately by pay period until fully

paid by the end of the fiscal year. The incentive payments shall not alter the Superintendent's base salary which shall remain constant throughout the term of this contract.

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 6. Evaluation. The State Board shall annually evaluate the performance of the Superintendent pursuant to the procedures set by the Board. This evaluation shall be reasonably related to the duties of the Superintendent and the goals and objectives mutually established by the Board and the Superintendent for the year in question. In the context of the annual evaluation, the Board shall establish annual performance goals and metrics related to the incentive payments in the areas set forth in Section 2 (B) of this Agreement.

Section 7. Amendment. This Agreement may be modified or amended only in writing, authorized, agreed upon and executed by the Superintendent and the Board.

Section 8. 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 Board this 28th day of ✓ June, 2016.



Guffrie M. Smith, Jr. President
Maryland State Board of Education

Executed by the Superintendent this 28th day of June, 2016.



Dr. Karen B. Salmon
State Superintendent of Schools