## AGREEMENT BETWEEN

## THE MARYLAND STATE BOARD OF EDUCATION

## AND

## INTERIM 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. Carey Wright, hereinafter referred to as the "Interim Superintendent".

WITNESSETH: The State Board hereby agrees to employ the Interim Superintendent to complete the July 1, 2020 – June 30, 2024, term of State Superintendent and the Interim Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

**Term of Agreement.** The Interim Superintendent will complete the remainder of the July 1, 2020 to June 30, 2024 term.

Compensation. In consideration of the compensation set forth below, the Interim Superintendent agrees to perform faithfully the duties of the State Superintendent of Schools as set forth in Maryland statute, regulation, Board policy, the 2023 Strategic Plan, and annual Board priorities.

**Base Salary.** The annual salary shall be \$350,000 and prorated based on the actual number of service months remaining for the term ending July 1, 2024.

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

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 Interim Superintendent may take reasonable leave as needed.

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

A. Medical, Dental, Vision, Prescription Drug, Disability and Life Insurance. The Interim 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.

October 4, 2023

B. Retirement plan. To the extent permitted by law, the Interim Superintendent is eligible to participate in the retirement plans available to State employees under the State Personnel and Pensions Article.

C. Transportation. Subject to State policies and procedures, the Interim Superintendent is entitled to the use of a State vehicle for official business. The Interim Superintendent may choose to designate a PIN for a staff member to serve as a driver for official business. The State Board will pay the costs charged by the State for the Interim Superintendent's use of the State vehicle. In addition, at the Interim Superintendent's option, the Interim Superintendent may use her own automobile and, if she exercises this option, will be reimbursed for mileage at the State mileage rate.

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

Evaluation. The State Board and Interim Superintendent shall meet to discuss and agree on the goals, process, and evaluation instrument to be used to evaluate the Interim Superintendent in accordance with the State Board Governance Manual. The State Board shall conduct an evaluation of the Interim Superintendent using the agreed-upon criteria and instrument. The State Board shall conduct the Interim Superintendent's evaluation in executive session, shall provide the Interim Superintendent a written evaluation using the agreed-upon instrument, and shall provide the Interim Superintendent the opportunity to respond orally and in writing to the State Board's evaluation. The Interim Superintendent's evaluation shall be confidential.

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

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

**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 \_\_\_\_\_5th \_\_\_\_day of \_\_October \_\_, 2023.

Clarence Crawford. President Maryland State Board of Education

Carey Wright

Interim State Superintendent of Schools