

**SECOND EMPLOYMENT CONTRACT FOR THE  
CHIEF EXECUTIVE OFFICER  
FOR THE BALTIMORE CITY PUBLIC SCHOOL SYSTEM**

THIS SECOND EMPLOYMENT CONTRACT (“Second Contract”) is made and entered into as of February \_\_\_\_, 2020, by and between the Baltimore City Board of School Commissioners (“Board”), and Dr. Sonja Santelises (“Dr. Santelises” or the “CEO”).

WHEREAS, on May \_\_\_\_, 2016, the Board and Dr. Santelises entered into a contract for Dr. Santelises to be the Chief Executive Officer for the Baltimore City Public School System (“City Schools”) from July 1, 2016 through June 30, 2020;

WHEREAS, the Board has made a determination to enter into a Second Contract to employ Dr. Santelises from July 1, 2020 through June 30, 2024 and Dr. Santelises has agreed to enter into a Second Contract to continue in the position of the CEO of the City Schools; and

WHEREAS, the Board and Dr. Santelises desire by this Second Contract to establish the compensation, salary, benefits, and other terms and conditions of the employment of the CEO.

**WITNESSETH:**

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein and for other good and valuable consideration, it is expressly understood, agreed and covenanted by and between the Board and Dr. Santelises hereto as follows:

## I. TERM OF EMPLOYMENT

1.1 Subject to other provisions of this Second Contract, the Board employs the CEO, and the CEO accepts her employment as the CEO for the period beginning July 1, 2020, and ending on June 30, 2024.

1.2 The Board has not adopted any policy, rule, regulation, law or practice providing for tenure of the CEO. No right of tenure is created by this Contract.

## II. EMPLOYMENT

### 2.1 **Duties:**

The CEO is the chief executive officer and educational leader of the City Schools and is responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of the City Schools. The CEO shall administer the City Schools in accordance with the Board's policies and State and federal laws as they exist or may hereafter be enacted or amended. The CEO shall perform those duties, which are required by State law, prescribed by the Board or as necessary for the efficient and effective management of the City Schools. Specifically, the duties of the CEO shall include:

- (1) reporting directly to the Board;
- (2) directing the day-to-day administration and supervision of the City Schools;
- (3) planning, implementing and evaluating programs regarding the organizational, operational, fiscal and educational functions of the City Schools;

- (4) recommending to the Board reforms and systemic changes, such as curriculum and program offerings, as the CEO finds necessary and expedient in order to affect positively educational outcomes for students in City Schools;
- (5) developing and implementing a program of professional development that the CEO finds necessary and expedient in order to affect positive changes in City Schools;
- (6) selecting and establishing the salary of the Chief Academic Officer, Chief Financial Officer and Director of Research and Evaluation (Chief of Achievement and Accountability), subject to the approval of the Board, as provided in Sections 4-305(b), 4306(b), and 4-307(b) of the Education Article, Md. Code Ann.;
- (7) selecting and establishing the salary of the Chief of Staff, subject to the approval of the Board;
- (8) designating, pursuant to Section 4-304(b)(4) of the Education Article Md. Code Ann., individuals with primary responsibility for each of the following functions:
  - (a) management and administration of the City Schools;
  - (b) assessment and accountability of the academic performance of students in the City Schools;
  - (c) provision of services to students with disabilities in accordance with federal and State law;

- (d) development and implementation of initiatives for educational reform;
- (e) professional hiring and development;
- (9) appointing members of the Parent and Community Advisory Board (“Advisory Board”), subject to the approval of the Board, and meeting at least quarterly with the Advisory Board;
- (10) ensuring community involvement in the development and implementation of the City Schools’ policies;
- (11) submitting, by December 31 of each school year, an annual report to the State Board of Education and the State Superintendent, such report shall include a financial statement, a comprehensive accounting of progress in the implementation of the Master Plan, and, any other information as required by Section 4-313, Education Article, Md. Code Ann.;
- (12) submitting, by December 31 of each school year, an annual report to the Board on progress towards goals in the Board’s strategic plan;
- (13) organizing and reorganizing departments and assigning employees of the City Schools consistent with Board policy and State law;
- (14) recommending policies to the Board and reasonably interpreting and implementing policies adopted by the Board;

- (15) developing and establishing CEO Regulations, Directives and Guidance that the CEO deems necessary for the efficient and effective operation of the City Schools and that are consistent with the Board's policies, and State and federal law;
- (16) recommending employment for employees of the City Schools, subject to the approval of the Board;
- (17) directing, assigning, reassigning, transferring, evaluating and dismissing employees of the City Schools consistent with the Board's policies, collective bargaining agreements, and State and federal law;
- (18) administering the collective bargaining agreements with the appropriate employee organizations;
- (19) accepting all resignations of employees of the school system except the CEO's resignation, which must be accepted by the Board;
- (20) carrying out responsibility for the overall financial planning of the City Schools, including preparation of the annual budget and the submission of the budget to the Board for review and approval;
- (21) attending and participating in all discussion, in all regular, special and executive sessions of the Board except when the Board is considering the CEO's employment and when the Board is discussing its self-evaluation;

- (22) making recommendations on items of business for Board meetings as the CEO deems necessary for the efficient and effective operation of the City Schools;
- (23) establishing and implementing a process, including a means and time parameters for keeping the Board up-to-date on developments, initiatives and issues in City schools; and
- (24) serving as a member of the cabinet of the Mayor, at the discretion of the Mayor.

The CEO shall perform these duties and others as may be assigned by the Board, or as she deems necessary to carry out the effective management of the City Schools, with reasonable care, skill and expertise and in a good and professional manner in accordance with law. The Board shall not assign the duties of the CEO to other employees of the City Schools and shall not assign the CEO to another position in the City Schools without the written consent of the CEO.

**2.2 Conflict:**

The CEO shall have no interest, financial or otherwise, directly or indirectly, or engage in any public transactions or professional activities, that are in conflict with the proper discharge of her duties as the CEO of the City Schools. In addition, the CEO will not violate any portion of the applicable ethics policy of the City Schools.

**2.3 Outside Professional Activities:**

The Board agrees that the CEO is entitled to engage in outside professional activities, including writing, consulting, and lecturing, with or without honorarium, as long as such activities do not interfere with the performance of her duties as the CEO and such activities

are consistent with the applicable ethics policy of the City Schools. The CEO may not serve as a consultant without the prior approval of the Board Chair, which will not be unreasonably withheld.

### **III. BOARD/CEO RELATIONSHIPS AND COMMUNICATION**

The Board and the CEO agree that they shall work with each other in the spirit of cooperation and team work and shall provide each other periodic opportunities to discuss Board/CEO relationships and communications.

The Board, individually and collectively, shall promptly refer to the CEO, orally or in writing, for her study and recommendation any and all criticisms, complaints, suggestions, communications or other comments regarding the CEO's performance of her duties of the operation of the City Schools. Individual Board members agree that they will not give direction to the CEO or any employee regarding the management of the District or the solution of specific problems and that they shall refer all personnel complaints or other communications concerning the administration of City Schools to the CEO for investigation and report to the Board. The CEO shall share with the Board, as appropriate, criticisms, complaints and suggestions concerning the City Schools that may come to her attention.

### **IV. COMPENSATION**

#### **4.1 Base Salary:**

The CEO shall receive an annual base salary of Three Hundred Twenty Five Thousand Dollars (\$325,000), payable in equal installments in accordance with Board rules governing payment to other full-time professional employees in City Schools. The CEO's annual base

salary shall increase by two and one-half percent (2.5%) of the previous year's salary. In no event, shall the CEO be paid less than the base salary set forth pursuant to Section 4.1 of this Contract or any subsequent increases pursuant to Section 4.1 of this Contract.

**4.2 Retirement/Deferred Compensation:**

The CEO shall participate in the appropriate State and local pension/retirement systems, as provided by law. In addition, the Board agrees to make, on behalf of the CEO, an annual contribution into one or more deferred compensation programs, to be selected by the CEO. The Board's contribution to said program(s) shall be 16 percent of the CEO's annual base salary per year and shall be made by the Board on a quarterly basis at the beginning of each quarter for each Contract year. In the event this Second Contract is terminated pursuant to Section XII of this Second Contract, prior to the completion of a contract year (i.e., before June 30), the Board's contribution will be subject to the provisions of Section XII.

**4.3 Performance Pay:**

The Board may provide a performance incentive for the CEO's exemplary job performance. Accordingly, the CEO may be entitled to an annual performance-based annual base salary adjustment at the discretion of the Board for the achievement of the specific goals and benchmarks set for City Schools.

**V. TECHNOLOGY SUPPORT**

The Board shall provide the CEO with appropriate technology that will assist the CEO in the performance of her duties and responsibilities. This shall include a smartphone, tablet, laptop and answering machine, facsimile/printer, and computer to be installed at the



residence of the CEO for the exclusive use of the CEO for the business of City Schools. The Board shall own this technology, and the Board shall be billed directly for the expenses incurred for use by the CEO. Upon termination of this Second Contract, the services for the technology will be canceled and all City Schools' equipment must be returned.

## **VI. PROFESSIONAL DEVELOPMENT AND PROFESSIONAL/CIVIC ORGANIZATIONS**

The Board shall pay the CEO's membership dues in professional organizations that the CEO deems necessary to maintain and improve her professional skills, subject to the prior approval of the Board Chair. In addition, the CEO shall continue her professional development by attending pertinent professional meetings at the local state and national level and by participating in other relevant learning experiences. The Board shall pay or reimburse reasonable expenses associated with such meetings, professional development and other relevant learning expenses. The Board also agrees to pay annual membership dues and related expenses for the CEO to be a member of up to five civic and community organizations.

## **VII. BENEFITS AND EXPENSES**

### **7.1 Benefits:**

Unless otherwise specified in this Second Contract, the CEO shall receive dental and health coverage and other benefits provided to other full-time executive employees of the Board during the term of this Second Contract.

**7.2 Health and Related Benefits:**

The Board shall pay the premium for group health, prescription, vision and catastrophic illness coverage for the CEO and her dependents, subject to applicable payroll deductions that apply to other 12-month executive employees of the City Schools. If other 12-month executive employees are provided with long term care insurance, the Board also shall provide the CEO with a long term care insurance policy to be paid under the applicable guidelines of such policy.

**7.3 Life Insurance:**

During the term of this Second Contract, the Board shall provide the CEO a Board-paid term life insurance policy in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000).

**7.4 Disability Insurance:**

During the term of this Second Contract, the Board shall provide the CEO with a disability insurance policy that provides coverage for two and a half times the CEO's base salary.

**7.5 Vacation, Sick and Personal Leave:**

In addition to the same holidays to which 12-month executive employees are entitled, the CEO shall annually earn 38 days of paid vacation days for each year of this Second Contract and may carry over up to 15 days of vacation leave for each Contract year. Semiannually of each Contract year, the CEO may be paid at her option for any days of unused vacation days at her then per diem annual base salary. The CEO may accrue up to 40 days of vacation, which if not used, will be compensable upon termination of this Second Contract at the CEO's applicable per diem annual base salary.

The CEO shall earn three days of personal leave per Contract year and may carry over up to three days personal leave per year. The CEO shall receive a payment for all accrued personal leave, at the time of separation of employment at the CEO's applicable per diem rate of annual base salary at the time of termination.

The CEO annually shall earn 18 days of sick leave per Contract year and may carry over any unused sick leave from year to year of this second Contract. Upon termination of this Second Contract, the CEO shall receive payment for one day's sick pay for each four days of unused accumulated sick leave at her per diem rate of annual base salary daily at the time of termination.

**7.6 Automobile Allowance:**

The Board shall provide the CEO with an automobile allowance of Eight Hundred Dollars (\$800.00) per month, with which the CEO is to pay costs associated with maintaining and operating her personal automobile, e.g., lease or car payments, oil, gas, repairs, and insurance.

**7.7 Business Expenses:**

The Board shall reimburse the CEO for reasonable and necessary expenses incurred by the CEO in the course of City Schools' business.

**VIII. IMMUNITY/INDEMNITY**

To the fullest extent possible, the CEO shall be covered and protected by Maryland Local Tort Claims Act and any other Maryland law providing for immunity for City Schools' employees. The Board agrees, as a further condition of this Second Contract, that it shall defend, hold harmless, and indemnify the CEO from any and all demands, claims, suits,

actions, and legal proceedings brought against the CEO in her individual capacity or in her official capacity as an agent and employee of the Board provided the incident arose while the CEO was acting in the course and scope of her employment. If in the good faith opinion of the Board, a conflict exists regarding the defense of such a claim between the legal position of the Board and the legal position of the CEO, the CEO shall in consultation with the City Schools' General Counsel and the Board engage her own legal counsel. The Board agrees that it shall reimburse the CEO for all necessary and reasonable expenses and attorney's fees expended on her behalf for the defense by her of any claims asserted against her.

#### **IX. KEY MAN OR TERM LIFE INSURANCE**

The Board, in its sole discretion, may decide to obtain, at its sole cost and expense, Key Man or Term Life Insurance, in an amount of up to One Million Dollars (\$1,000,000.00), to insure the Board in the event the CEO dies while employed by the Board. If the Board decides to obtain such insurance, the CEO agrees that she will cooperate fully in the purchase of same. The owner and beneficiary of any such policy will be the Board. Upon termination of her employment with the Board, ownership of and payment for such policy may be transferred to the CEO, upon her request, if same is allowed under the terms of the policy.

#### **X. ANNUAL PERFORMANCE GOALS**

Not later than July 1 for each year of this Second Contract, the CEO shall submit to the Board for the Board's consideration and adoption, proposed goals for the City Schools. No than July 31 for each year of the Contract, the CEO and the Board shall meet to review the

proposed goals and to agree on the goals. The Board will approve those goals July 31 for each year of this Second Contract. The goals shall be among the criteria used by the Board to review and evaluate the CEO's performance. The Board agrees to work with and support the CEO in implementing these goals.

## **XI. REVIEW OF PERFORMANCE**

### **11.1 Time and Basis of Evaluation:**

No later than June 1 of each year of this Second Contract, the Board shall evaluate and assess in writing the performance of the CEO annually. The Board shall assess and evaluate the CEO's performance based upon factors including, but not limited to: the agreed-upon annual performance goals; demonstrated improvement in the academic performance of students in the City Schools; successful management of the City Schools; progress in implementing approved goals and objectives of the Master Plan and the Board's strategic plan; implementation of the budget; promotion of community involvement; satisfaction with City Schools' programs; creation and maintenance of a satisfactory working relationship with the Board; and improvement of programs and services of City Schools. The evaluation and assessment shall also be reasonably related to the duties of the CEO as outlined in Section II of this Second Contract.

### **11.2 Confidentiality:**

The evaluation of the CEO and information concerning the evaluation of whatever nature shall be considered confidential unless the Board and the CEO agree otherwise.

### **11.3 Evaluation Format and Procedure:**

Using the agreed-upon evaluation form and process, by April 1 of each year of this Second Contract, the CEO, prior to her evaluation, shall provide the Board a written self-appraisal of her accomplishments and attainment of the agreed-upon annual goals and objectives. After the Board receives the CEO's self-appraisal, the Board and CEO shall meet in closed session or sessions to discuss the written performance evaluation that will be provided to the CEO and to discuss related matters, including possible extensions of the term of this Second Contract. Based on the executive session or sessions, the Board Chair shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board. By June 1 of each Contract year, the Board shall provide the CEO with a copy of the completed evaluation form. The CEO shall have the right to respond to the Board's written evaluation either orally during a closed session or in writing.

## **XII. TERMINATION OF EMPLOYMENT CONTRACT**

### **12.1 Mutual Agreement:**

The Board and the CEO may terminate this Second Contract by mutual agreement of the CEO and the Board provided, however, that the Board shall be responsible for the payment of annual base salary and health/medical benefits for the remainder of the Contract year, i.e., through June 30.

### **12.2 Termination by Board Without Cause:**

The Board may, at its option, by a minimum of 90 days written notice to the CEO unilaterally terminate this Second Contract upon execution of a mutually-agreeable release and payment of severance pay of twelve months of the CEO's then annual base salary and of health/medical benefits.

### **12.3 Death:**

This Second Contract shall terminate upon the death of the CEO.

### **12.4 Resignation/Retirement:**

The CEO may relinquish the position and duties of the CEO and leave the employment of the City Schools, provided the CEO submits a resignation or notice of retirement in writing to the Board. The CEO should provide at least 90 days advance notice of his intention to retire or resign, unless such timely notice is waived by the Board. Upon the acceptance of such written resignation by the Board, the respective rights, duties and obligations stated herein shall terminate. Upon resignation or retirement, compensation will be provided through the date of resignation or retirement and will include a lump sum payment of accrued vacation leave, personal leave, and sick leave conversion pay, as provided for herein.

### **12.5 Disability:**

During the term of this Second Contract, the Board shall provide the CEO, at the Board's expense, a choice of a voluntary long-term disability insurance policy that is provided to other City Schools' employees or a comparable policy. In addition, the Board will provide the CEO a short-term disability policy to cover the elimination period of the voluntary long-term disability policy.

In the event it is determined that the CEO is unable to perform her duties, with or without reasonable accommodations, by reason of illness, accident or other causes beyond her control and said incapacity is permanent, irreparable, or of such a nature that a reasonable accommodation cannot be made and the condition renders the CEO's continued performance of the terms and conditions of this Second Contract unfeasible, the Board,

upon a majority vote of the membership, may elect to terminate this Contract at which time the respective duties, rights, and obligations of each Party shall terminate except as may otherwise be provided for herein. Prior to any vote of the Board, the Board may require that the CEO be examined by a State Licensed Physician/Psychiatrist, selected by the Board. The Physician/Psychiatrist shall furnish to the Board a written medical report, which shall indicate the status of the CEO's physical and/or mental condition and his ability, with or without reasonable accommodations, to physically and/or mentally perform the duties and responsibilities of the CEO. The cost of all such medical examinations and reports shall be paid by the Board.

An arbitration hearing may be requested by the CEO, in accordance with Section 12.7 of this Second Contract. Alternatively, if the period of incapacity is not permanent, the Board in its sole discretion, may relieve the CEO of her duties with pay for a period not to exceed six months or until such time as the Physician/Psychiatrist determines and reports that the CEO is once again able to return to employment and perform the duties of the CEO, whichever is shorter.

#### **12.6 Dismissal for Cause:**

If the CEO willfully breaches or intentionally neglects the duties that the CEO is required to perform under the terms of this Contract, the Board may, in its discretion, notify the CEO, in writing, of its intent to terminate the CEO's employment. The Board shall make a determination to terminate the CEO by majority vote of the Board and the Board shall provide the CEO notice of the decision in writing, including the reasons for the decision. Willful breach or intentional neglect of duty shall have a standard as established by Maryland law for terminating educators. The CEO may challenge the termination in



accordance with the arbitration provision at Section 12.8 of this Second Contract. The Board agrees that it shall not arbitrarily or capriciously call for dismissal of the CEO for cause.

**12.7 Termination for Unsatisfactory Performance:**

Notwithstanding any other provision of this Second Contract, the Board may unilaterally terminate this Second Contract by majority vote of the Board upon the issuance of two annual unsatisfactory performance evaluations of the CEO. The Board shall provide the CEO notice of the decision in writing, including the reasons for the decision. The CEO may challenge the termination in accordance with the arbitration provision at Section 12.8 of this Second Contract. The Board agrees that it shall not arbitrarily or capriciously call for dismissal of the CEO for cause.

**12.8 Arbitration:**

The Board and the CEO expressly agree that disputes arising in connection with incapacity, the termination of the employment relationship or to post-termination tort or federal statutory right claims shall be resolved by arbitration in accordance with the following provisions. Either party must demand in writing such arbitration within 10 (ten) work days after the controversy arises by sending a notice to arbitrate to both the other party and to the American Arbitration Association (“AAA”). The controversy shall be arbitrated pursuant to the rules promulgated by the AAA. The parties will select by mutual agreement the arbitrator to hear and resolve the controversy. The express terms of this Second Contract and the laws of the State of Maryland shall govern the arbitrator. The arbitrator’s decision shall be final and binding on the parties and shall bar any suit, action, or proceeding instituted in any federal, state, or local court or administrative tribunal. Notwithstanding the

preceding sentence, the arbitrator's judgment may be entered in any court of competent jurisdiction. These arbitration provisions shall survive the termination of this Contract.

**12.9 Terminal Benefits:**

Following termination or the end of this Second Contract for any reason, the CEO, or in the event of the CEO's death, the CEO's estate shall be entitled to: any earned, but unpaid base salary due at the time of termination of this Second Contract and any vested retirement, accrued deferred compensation and vested benefits, including personal and vacation days.

**XIII. MISCELLANEOUS**

**13.1 Controlling Law:**

This second Contract shall be governed by the laws of the State of Maryland and shall be performed in Baltimore City, Maryland.

**13.2 Complete Agreement:**

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

**13.3 Waiver:**

No waiver of any provision of this Second Contract shall be deemed or shall constitute a waiver of any other provision. Nor shall any waiver constitute a continuing waiver unless expressly stated.

**13.4 Severability:**

It is intended and understood by the parties hereto that this Second Contract complies with all applicable laws and statutes of the State of Maryland and the United States in effect at the time of its execution. If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected. If any portion of this Second Contract is found in violation of the law, then said portion will be given effect in such manner as will best carry out the purposes and intentions of the parties. The Baltimore City Board of School Commissioners has caused this Second Contract to be signed in its name by the Board Chair and has affixed its seal and the CEO has hereunto set her hand and seal this            day of , 2020.

BALTIMORE CITY BOARD  
OF SCHOOL COMMISSIONERS

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Sonja Santelises, Ed.D.  
Chief Executive Officer

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Linda M. Chinnia  
Board Chair

ATTEST:

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Approved by the Baltimore City Board of School Commissioners

