

**AMENDMENTS TO THIRD EMPLOYMENT CONTRACT FOR THE
CHIEF EXECUTIVE OFFICER
FOR THE BALTIMORE CITY PUBLIC SCHOOL SYSTEM**

The following AMENDMENTS TO THE THIRD EMPLOYMENT CONTRACT (“Amendments”) are made and entered into as of October 22, 2024, by and between the Baltimore City Board of School Commissioners (“Board”), and Dr. Sonja Santelises (“Dr. Santelises” or the “CEO”).

WHEREAS, on June 12, 2024, the Board and Dr. Santelises entered into a Third Employment Contract for Dr. Santelises to be the Chief Executive Officer for the Baltimore City Public School System (“City Schools”) from July 1, 2024 through June 30, 2025;

WHEREAS, the Board and CEO have agreed to amend certain sections of the Third Employment Contract, as specifically identified herein these Amendments. The Amendments shall remain in full force and effect during the Term of the Third Employment Contract. With the exception of these Amendments, all other terms and conditions of the Third Employment Contract shall remain in full force and effect during the Term of the Third Employment Contract.

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 that the Third Employment Contract for the Chief Executive Officer for the Baltimore City Public Schools is amended as follows:

I. TERM OF EMPLOYMENT

1.1 Subject to other provisions of this Third Contract, the Board employs the CEO, and the CEO accepts her employment as the CEO for the period beginning July 1, 2024, and ending on June 30, 2026.

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. During the Term of the Third Employment Contract, 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.
- (25)** In addition to the duties described above, including those required by State law, by December 30, 2024, the CEO shall provide the Board with a Transition Plan that shall include, among other items, a status report on major curriculum programs, academic goals and achievements; organizational, fiscal, capital improvement programs; and, other major operational programs and/or functions of the City Schools; and, updated information, if any, applicable to the Board's strategic and Master Plan. The Transition Plan shall include all data and information required for the Board, the current CEO, and Senior District Leadership to prepare for a smooth transition for a new CEO.
- (26)** Also, the CEO shall provide the Board with a Succession Plan by December 30, 2024. The Succession Plan shall include detailed information describing and outlining clear lines of succession and operational procedures for the CEO and Cabinet-level Senior

District Leadership staff. The Succession plan shall state the specific functions, duties, responsibilities, and authority that the CEO and each Cabinet-level Senior District Leadership staff will have in implementing the Succession Plan and the Transition Plan referenced above in paragraph (25).

(27) In the event this Third Employment Contract is terminated by mutual agreement of the Parties or by resignation/retirement of the CEO, the CEO shall provide the Board with the Transition Plan and Succession Plan by a mutually agreed upon date prior to the date of such termination.

The CEO shall also 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.

IV. COMPENSATION

4.1 **Base Salary:**

For year one of the Third Employment Contract beginning July 1, 2024, and ending June 30, 2025, the CEO shall receive a 5.5% increase, retroactive to the start of the Third Employment Contract (July 1, 2024), to her annual base salary of Three Hundred Forty-Nine Thousand Nine-Hundred and Eighty-Nine Dollars (\$349,989.00), payable in equal installments, in accordance with Board rules governing payment to other full-time professional employees in City Schools. For year two of the Third Employment Contract, there shall be no further salary increments/increases.

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 the Third Employment 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. At the end of the term of this Third Employment Contract or upon termination of this Third Employment Contract, the CEO may be paid, at her option, for any days of unused vacation days accrued during the term of this Third Contract, as well as unused vacation days carried over and accrued, if any, from the term of the First and Second Employment Contracts for CEO, at her then per diem annual base salary in effect for each Contract term. The CEO may accrue up to 60 days of vacation, which if not used, will be compensable upon termination of the Third

Employment Contract at the CEO's applicable per diem annual base salary during the term of this Third Employment Contract.

The CEO shall earn three days of personal leave for each year of this Third Employment Contract. Upon the end of the term of this Third Employment Contract or upon termination of this Third Employment Contract, the CEO shall receive a payment for all accrued personal leave during the term of this Third Employment Contract, and for any carry over personal leave, if any, accrued during the term of the First and Second CEO Contracts, at the CEO's applicable per diem rate of annual base salary, then in effect, at the time of each applicable Contract term.

The CEO annually shall earn 18 days of sick leave each contract year of this Third Employment Contract, and shall have access to any unused sick leave carried over from her First and Second CEO Contracts. Upon the end of the term or upon termination of this Third Employment 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 during the term of the Third Employment Contract.

IX. ANNUAL GOALS FOR CITY SCHOOLS

Not later than August 15th, of each year of the Third Employment Contract, the CEO shall submit to the Board for the Board's consideration and adoption, proposed goals for the City Schools.

The proposed goals for 2025-2026 shall incorporate information on the Transition Plan and Succession Plan, referenced above in Section II., 2.1, paragraphs (25) and (26), and shall specify how these Plans are intended to support the CEO in meeting annual goals. The

annual goals for 2025-2026 shall be submitted to the Board for review and feedback no later than August 15, 2025. Upon its review of the goals and completion of any meetings, if required, with the CEO for discussion and approval of the goals, the Board will approve the goals by the first day of the school year for each year of this Third Employment Contract. The goals shall be among the criteria used by the Board should it review and evaluate the CEO's performance pursuant to Section X. The Board agrees to work with and support the CEO in implementing these goals.

X. REVIEW OF PERFORMANCE

10.1 Time and Basis of Evaluation:

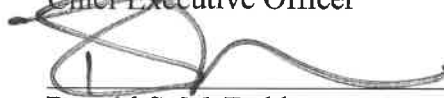
During the first and second year(s) of the Term of the Third Employment Contract, the Board may evaluate and assess, in writing, the performance of the CEO. In the event the Board elects to engage in such evaluation, the Board shall provide the CEO the date by which the evaluation shall occur for the applicable Contract year. The Board may assess and evaluate the CEO's performance based upon factors including, but not limited to: the agreed-upon annual goals for the City Schools; 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 the Third Employment Contract.

WHEREAS, the Baltimore City Board of School Commissioners has caused these Amendments to the Third Employment Contract for the Chief Executive Officer for the Baltimore City Public School System 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 October, 2024.

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS



Sonja Santelises, Ed.D.
Chief Executive Officer



Ronald S. McFadden
Board Chair

ATTEST:



Approved by the Baltimore City Board of School Commissioners