

**COMPARISON OF 2010 VS. 2014 SUPERINTENDENT CONTRACTS**  
**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS**

Over the last several months, the Board of Education of Anne Arundel County underwent a thorough process in order to begin to prepare a contract with the incoming Superintendent that would provide fair compensation and benefits while keeping in mind the fiscal climate of Anne Arundel County and expectations of its citizens. That process culminated with negotiations with Dr. George Arlotto and the approval of a contract on June 4, 2014.

**The Process:**

The Board began reviewing the salaries of superintendents across the 24 Local Education Agencies in Maryland. The Board looked at various metrics regarding the salary including dollar/student, dollar/citizen and dollar/employee.

	Salary (2011-2012)	\$/citizen	\$/student	\$/employee
Anne Arundel	\$257,000	\$0.47	\$ 3.30	\$ 27.08
State Average	\$196,483	\$2.29	\$16.99	\$117.23
Top 6 Average	\$266,020	\$0.45	\$ 3.02	\$ 22.59

Maryland has six school systems with enrollments of greater than 50,000 students. While the above information is useful, it was also important to review the same metrics for similar schools across the country. We took 14 school systems with enrollment from 72,000-86,000, with an average enrollment of 80,153.

	Salary (2011-2012)	\$/citizen	\$/student
Anne Arundel	\$257,000	\$0.47	\$3.30
Similar Enrollment Average	\$251,817	\$0.48	\$3.16
New Contract	\$245,000	\$0.45	\$3.15

In terms of salary, Anne Arundel County was providing what the market dictates for a superintendent. The above information was reviewed with both the county Delegation to the General Assembly and the County Council.

We also needed to review benefits and other contract parameters to make sure that our contract was in line with other contracts from across the state and country. From the following school districts, we requested the contract for their superintendent.

- Anne Arundel, Dr. Kevin Maxwell
- Baltimore City, Dr. Andres Alonso
- Baltimore County, Dr. Dallas Dance
- Howard County, Dr. Renee Foose
- Prince George’s County, Dr. Kevin Maxwell
- Fort Bend, Texas, Charles Dupre

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- Long Beach Unified, California, Christopher Steinhauser
- Brevard County, Florida, Dr. Brian Binggeli

The Board created a table from these contracts with basic contract parameters including:

- Salary
- Annuity
- Car Allowance
- Technology Allowance
- Bonus Pay
- Insurance (Health, Life, Disability, Liability)
- Professional Membership
- Retirement
- Leave (Annual, Sick, Personal)
- Other

The Board reviewed each of the above contracts carefully, line by line, and pulled out language that we wanted to include or strengthen in our contract. As part of the process, the Board also reviewed the last contract with Dr. Maxwell and found language that it wanted to delete.

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	Dr. Kevin Maxwell (2010)	Dr. George Arlotto (2014)
Salary	The annual salary of the Superintendent shall be \$257,000.00 for the first year of the term, payable bi-weekly and subject to applicable withholdings.	The annual salary of the Superintendent shall be \$245,000.00 for the first year of the term, payable bi-weekly and subject to applicable withholdings.
Furloughs	Not included.	If salary reductions are necessary, the Superintendent's salary shall be reduced by the largest percentage decrease that is applied to any employee group. If furloughs are necessary, the Superintendent shall be furloughed to the extent of the maximum furloughs imposed on any employee group.
Annuity	In addition to the Superintendent's participation in the State and local pension/retirement systems, the Board will contribute \$20,000.00 annually to the Superintendent's existing Tax Sheltered Annuity, to be paid in four equal quarterly payments during each year of this agreement.	The Board will contribute \$20,000.00 annually to a Section 403(b) or Section 457 Plan. On June 30, at the end of each year of service, the Board will make a lump sum payment of \$20,000.00 into the Superintendent's eligible plan. If the Superintendent fails for any reason to complete the year of service, other than for termination by the Board without cause, the Board will be relieved of its responsibility to make the June 30 payment.
Sick Leave	At the time the Superintendent first accepted employment with the Board of Education of Anne Arundel County, he had accrued approximately 261 days of sick leave with the Board of Education of Montgomery County. The Board agreed to transfer that sick leave and credit the Superintendent with 261 days of sick leave upon the inception of his contract. At any time prior to June 30, 2013, the Superintendent must convert 261 days of sick leave either: (1) to cash, as additional compensation; or (2) as may be permitted by the Internal Revenue Code, to contributions into a qualified deferred compensation plan or Tax Sheltered Annuity (TSA).	The Superintendent shall have the same personal and sick leave benefits as authorized by Board policies for 12-month executive employees. The Superintendent shall not be entitled to cash out or convert any such sick leave, but upon retirement, may use such leave as creditable service with the Maryland State Retirement and Pension System and COMAR. The Superintendent may not receive monetary compensation for sick leave benefits earned while he was employed by any other Board of Education or School System, but may use any such sick leave in the same manner as sick leave accrued.

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Annual Leave	The Superintendent shall be entitled to earn 2.5 days of annual leave each month he is employed under this Agreement. At the end of each year of the Agreement, the Superintendent at his option (1) may carry over all or a portion of such accumulated and unused annual leave to the subsequent year, or (2) may convert all or a portion of such leave to additional compensation, or (3) may convert such portion of such leave as may be permitted by the Internal Revenue Code to contributions into a qualified deferred compensation plan.	The Superintendent shall accrue as annual leave 27 days per year during the term of this Agreement. The Superintendent shall be compensated at the per diem rate at the end of each fiscal year for unused annual leave time in excess of 10 days, which will be carried over into the subsequent year. The Superintendent may carry over no more than 50 days of annual leave from his prior AACPS employment, effective August 31, 2014. At the termination of employment, the Superintendent shall be paid full compensation at his full daily rate of pay for any unused annual leave.
Car Allowance	The Board will pay the Superintendent \$1,000.00 per month during his employment with AACPS to pay for an automobile (which may be used for personal and business purposes), and the automobile-related expenses (insurance, repair, maintenance, fuel, etc.).	The Board will pay the Superintendent \$700.00 per month during his employment with AACPS to pay for an automobile (which may be used for personal and business purposes), and the automobile-related expenses (insurance, repair, maintenance, fuel, etc.).
Bonus	The Board shall consider after the end of each fiscal year whether to pay the Superintendent an annual performance bonus. The performance bonus may be in an amount up to 10% of the Superintendent's annual salary for the previous fiscal year and will be based upon the Board's evaluation of the Superintendent's performance. The criteria to be used by the Board shall be reduced to writing and included measurable standards mutually agreed upon by the Board and the Superintendent by October 31 of each year. These standards shall address in part the Board's priorities of student achievement, school safety and community collaboration.	Not included

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Bonus (cont'd)	Payment of a performance bonus shall be in the sole discretion of the Board and shall be paid only upon approval by a majority of the Board. The Board shall vote on this performance bonus and pay any bonus awarded by October 31 of each year, beginning in 2010, but this date may be extended by the Board.	
Resignation	The Superintendent shall give at least 3 months written notice to the Board if he intends to resign prior to the end of the term of his contract. In the event that he fails to give the required notice, the Superintendent agrees to pay the Board \$10,000.00 for each month or portion of a month that is less than three months.	The Superintendent shall give at least 90 days written notice to the Board if he intends to resign prior to the end of the term of this agreement. In the event that he fails to give the required notice, the Superintendent agrees to pay the Board a penalty of \$1,000.00 for each day that is less than 90 days.

*Source: Superintendent contracts approved by Board of Education of Anne Arundel County*