

THE SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 13th day of June 2023, by and between the BOARD OF EDUCATION OF BALTIMORE COUNTY (hereinafter referred to as "the Board") and MYRIAM YARBROUGH (hereinafter referred to as "Dr. Yarbrough" or "the Superintendent").

WHEREAS the Board desires to provide the Superintendent of Schools for Baltimore County with a written employment contract in order to enhance administrative stability and continuity within the Baltimore County Public Schools (BCPS), which the Board believes generally improves the quality of its overall educational program; and

WHEREAS the Board and Dr. Yarbrough believe that a written employment contract is necessary to describe specifically their relationship beyond that which is provided in Maryland law and to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of BCPS; and

WHEREAS both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools in Baltimore County as prescribed by the laws of Maryland in the Education Article of the annotated Code of Maryland and the State Board of Education bylaws; and

WHEREAS the parties agree that Dr. Yarbrough's appointment as Superintendent requires the written approval of the State Superintendent of Schools ("State Superintendent") and the Board's formal approval of this Contract in open session, and that, therefore, the validity and enforceability of this Contract is contingent upon both said approvals;

NOW, THEREFORE, the Board and Dr. Yarbrough for the consideration herein specified agree as follows:

1. TERM OF CONTRACT

The Board, in consideration of the promises herein contained, hereby employs Dr. Yarbrough, and Dr. Yarbrough hereby accepts employment, as the Superintendent of Schools for a term of four (4) years commencing July 1, 2023, and ending June 30, 2027.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification.

The Superintendent shall hold a valid certificate issued by the State Superintendent, pursuant to Section 4-201 of the Education Article of the annotated Code of Maryland, at all times during the term of this Contract. The failure to do so disqualifies the Superintendent from holding her position and, therefore, will cause immediate termination of this Contract and void any future obligations of the Board as set forth herein.

B. Duties.

The Superintendent shall exercise the powers and fulfill the responsibilities and duties of a county superintendent of schools as set forth in the Education Article of the annotated Code of Maryland and State Board of Education bylaws, and she shall serve as the executive officer, secretary, and treasurer of the Board.

This is an agreement for the performance of professional services by the Superintendent, who shall not be assigned to any other position or have her duties reassigned to others without her written consent unless authorized under Maryland law.

C. Outside Employment

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to her duties during the evenings, weekends, and holidays. Therefore, the Superintendent may not accept any outside employment, including as a consultant, whether with or without pay, unless given prior written approval by the Board which approval shall not be unreasonably withheld. Notwithstanding the requirement for prior approval, the Superintendent may accept speaking engagements or author professional articles provided that the activity is unpaid and without travel, lodging, or other expense reimbursement, and with timely notice to the Board which hereby reserves the right to the reasonable exercise of its authority to withdraw this prior approval.

3. BOARD-SUPERINTENDENT WORKING RELATIONSHIP AND COMMUNICATIONS

A. The Board and the Superintendent are committed to a cooperative working relationship and effective communications. Consistent with this commitment, the Board and the Superintendent shall meet no later than August 25, 2023, to discuss and agree upon the processes and procedures for how they will work together and communicate effectively with each other. In that meeting, the parties will also discuss how the Superintendent will communicate with BCPS students, staff, families, and community at large concerning the school system. They will consider such forms of effective, multidirectional communication as emails, newsletters, press releases, social media posts, phone calls, virtual and in-person meetings, webinars, and interviews with media outlets. Annually thereafter, the Board and Superintendent shall review their agreed-upon communication processes and procedures and determine whether any changes are needed. The Superintendent acknowledges that her obligations in regard to communications shall be incorporated as performance measures for annual evaluation by the Board.

B. The Board, individually and collectively, shall bring to the Superintendent's attention any suggestions, issues, and concerns regarding the operation of the school system for her review and follow up, if necessary.

4. PROFESSIONAL GROWTH AND CIVIC ENGAGEMENT

A. Professional Growth.

The Board requires the continuing professional growth of the Superintendent through her participation, as she might decide, in programs conducted or sponsored by local, state, and national school administrator and school board associations; seminars and courses offered by educational institutions and organizations; and other informational meetings (collectively, "program(s)") with other persons whose particular skills or backgrounds she believes would serve to improve her capacity to carry out her professional responsibilities. The Superintendent shall submit to the Board for approval on an annual basis a list of proposed professional organizations she would like to join, along with the costs associated with membership. The Board will pay or reimburse the Superintendent for reasonable, annual professional association dues or membership fees in professional organizations as specifically approved by the Board leadership.

B. Civic Engagement.

The Board encourages the Superintendent to develop and maintain good relationships with the greater community, including membership in civic groups, such as the local chamber(s) of commerce. The Superintendent shall submit to the Board for approval on an annual basis a list of proposed civic organizations she would like to join, along with the costs associated with membership. The Board will pay or reimburse the Superintendent for annual dues or membership fees required by these civic groups as specifically approved by the Board leadership.

5. COMPENSATION

A. Salary and Annual Adjustment.

The annual salary of the Superintendent shall be Three Hundred Ten Thousand and 00/100 Dollars (\$310,000) for the first year of the term of this Contract (2023-24), payable bi-weekly and subject to applicable withholdings, effective as of July 1, 2023. Her annual salary shall be subject to a cost of living increase of two percent (2%) in each subsequent year as follows: to \$316,200 for the second year (2024-25), effective July 1, 2024; to \$322,524 for the third year (2025-26), effective July 1, 2025; and \$328,974 for the fourth year (2026-27), effective July 1, 2026; provided however, that any such increase(s) shall be contingent upon the availability of funds in each budget year and Board approval of any cost of living increases for Baltimore County Public School employees.

B. Optional Salary Adjustment.

In any given contract year, the Board may, in its discretion, elect to award the Superintendent additional performance-related compensation based upon her performance for the preceding contract year (including but not necessarily limited to any criteria established in the

Superintendent's evaluation), budget feasibility, and other factors as determined by the Board. The Board shall make its decision about whether to award such additional compensation and if so, in what amount, by November 15 of each year (beginning in November 2024), and any resulting action shall be initiated by November 30 of that year.

6. LEAVE AND OTHER BENEFITS

A. Leave.

(1) Vacation/Personal Leave. The Superintendent shall receive twenty-five (25) total days of vacation/personal leave per year during the term of this Agreement. The Superintendent may carry over a maximum of twenty (20) days of vacation/personal leave per year. At the end of each fiscal year, she shall be compensated, by lump sum payment, for any unused vacation/personal leave in excess of twenty-five (25) days at the per diem rate based upon her then-current salary. The Superintendent may also, at any time, redeem up to ten (10) days of her accrued but unused vacation/personal leave days at her then per diem rate. Further, any days of accrued vacation/personal leave from her prior service with BCPS will be carried over and reflected in her account. At the termination of employment under this contract, the Superintendent shall be paid full compensation, at her then per diem rate of pay, for any accrued, unused vacation/personal leave. All requests for paid or unpaid vacation/personal leave shall be submitted for approval by the Board Chair, which shall not be unreasonably withheld.

(2) Sick Leave. The Superintendent shall accrue sick leave at the rate of eighteen (18) days per year. All earned and unused sick leave may be carried over from year-to-year and accumulated to the extent not inconsistent with State law and Board policy. The Superintendent may, at any time, redeem her unused sick leave days at the most recent per diem rate based upon her then-current salary. The per diem rate shall be the annual base salary of the Superintendent, as set forth above, divided by 260 days (i.e., 26 pay periods of 10 weekdays each). Upon retirement, the Superintendent may use such leave as creditable service with the Maryland State Retirement and Pension System as permitted by law. Further, accrued sick leave days from her prior service with BCPS will be carried over and reflected in her account for the purpose of the SRPS calculation of length of service, but it is not subject to her right to redeem unused sick leave days earned and accrued with BCPS as provided herein. No external sick leave will be credited, with the exception of that which is permitted by the Maryland State Retirement and Pension System and state law. The Superintendent shall provide the Board with reasonable notice when any sick leave is taken.

B. Insurance.

(1) The Superintendent shall be entitled to select and participate in the individual/family medical, dental, vision, and prescription drug plan to the same extent and in the same manner as 12-month employees covered by the agreement between the Board and the Council of Administrative and Supervisory Employees (CASE). The Superintendent shall be entitled to participate in the CASE Agreement Flexible Spending Accounts on the same terms and conditions as 12-month employees who are subject to the CASE Agreement; and the Board agrees that it will pay the same percentage of the Superintendent's premium for the coverage she elects as it pays for the members of CASE.

(2) The Board reserves the right to adjust the insurance benefits for the Superintendent covered by individual/family medical, dental, vision, or prescription drug plan during the term of this Contract based on the budget, required carrier changes, and other changes or adjustments made to any plans applicable to the Superintendent under (B)(1) above.

(3) Disability Insurance - The Board will purchase for the benefit of the Superintendent a disability income insurance policy, with an elimination period of 180 days and with coverage to age 65. The policy will provide a monthly benefit equal to the lesser of sixty percent (60%) of the Superintendent's base salary or the maximum amount of disability coverage that can be obtained by the Board from a commercial disability insurer. The policy shall be owned by the Superintendent and the Board will pay the premiums until the Superintendent's employment terminates, or as otherwise provided by this Contract, at which time the Superintendent may, at her option assume premium payments if permitted by the policy. The premium payments made by the Board shall be treated as taxable income to the Superintendent.

(4) Life Insurance - The Board shall obtain, and pay the premiums for, life insurance for the benefit of the Superintendent in the form of an optional Ten (10) Year Renewable Term Life Insurance policy at available rates with a face value an amount equal to three times the Superintendent's base salary. The Board's obligation to pay the premiums shall cease when the Superintendent's employment terminates, or as otherwise provided by this Contract, at which time the Superintendent may, at her option, assume premium payments if permitted by the policy. The Superintendent shall have the right to select the beneficiary or beneficiaries. Premium payments paid by the Board shall be treated as taxable income to the Superintendent.

B. Pension/Retirement.

The Superintendent shall participate in the appropriate State and local pension or retirement system, as may be required or provided by law. The Board will reimburse the Superintendent for her contributions to the State of Maryland's pension or retirement system in an amount not to exceed five percent (5%) of her base salary.

C. Annuity.

During the term of this Contract, the Board shall maintain a qualified tax-sheltered annuity plan, in which the Superintendent may participate, and shall make an annual non-elective employer contribution each year on behalf of the Superintendent in the amount of nine percent (9%) of her base salary. This amount is to be paid in monthly installments no later than third (3rd) business day of each month beginning on or before August 3, 2023. The Superintendent shall have no right to receive such contributions in cash. The amount contributed by the Board to the qualified tax-sheltered annuity plan shall not be included as earnable compensation under the Teachers Retirement System. For any period of less than one full year of service as Superintendent, the Board shall contribute only a

pro-rata share of the contribution to the qualified tax-sheltered annuity plan. The Superintendent shall be responsible for any and all applicable Federal and State taxes on contributions to, or distributions from, the qualified tax-sheltered annuity plan. The Superintendent shall at all times be one hundred percent (100%) vested in the qualified tax-sheltered annuity plan.

7. EXPENSES

A. Vehicle Allowance.

The parties agree consistent with Section 4-203(b) that the Superintendent may elect one of the following two vehicle allowance options:

(1) Option 1. The Board will provide an automobile, the make and model of which shall be subject to Board approval, with Bluetooth and navigation technology for the Superintendent's sole and exclusive use for BCPS business, subject to the applicable provisions of the Internal Revenue Code and the rules and regulations of the Internal Revenue Service. The automobile shall be titled in the name of the Board, but the Board assumes no liability for operation of the automobile in a reckless or grossly negligent manner by the Superintendent or in any manner not covered by the automobile insurance. The Board agrees to maintain the automobile in a safe, usable, condition and to cover all expenses incident to automobile usage, including insurance. The Board will pay for gasoline and/or provide for electric charging (if available) for the automobile so long as the Superintendent follows school system procedures therefore. The Superintendent is not entitled to any other reimbursement for vehicle related expenses under this option; or

(2) Option 2. The Board will pay the Superintendent Eight Hundred Sixty-Five Dollars (\$865) per month during her employment with BCPS toward her own vehicle and related expenses (insurance, repairs, maintenance, fuel, etc.). Under this option, the Board will pay the Superintendent the allowance amount on or before the third (3rd) business day of each month, and the Superintendent will be responsible for paying all expenses associated with her vehicle.

The Superintendent will notify the Board by July 1 in the first year of the Contract and by June 1 in subsequent years if she elects to change her vehicle allowance option for the upcoming Contract year.

B. Business Expenses.

Upon written approval of the Board, which will not be unreasonably withheld, the Board will reimburse the Superintendent for reasonable business expenses incurred by her in the performance of her duties and responsibilities as the Superintendent, excluding mileage, gas, and vehicle related expenses provided for under 6(A) above. For expense reimbursements of any kind, the Superintendent shall submit documentation to the Board leadership, to be considered and approved by the Board leadership, in advance of reimbursement, itemizing the expense(s) and describing the benefit of same to school system.

Upon notification to and with the prior written approval of the Board, the Superintendent may attend appropriate business and professional conferences at local, state, and national levels. The Superintendent shall submit documentation to the Board Chair, for consideration and approval by the Board, in advance, itemizing the cost of such meetings, including travel for same, and describing the benefit of same to the school system. Approved expenses of travel and related attendance costs at out-of-county activities shall be paid in advance by the Board or, where appropriate, reimbursed upon the submission of proper receipts from the Superintendent. The Board may direct the Superintendent to attend conferences and meetings that the Board believes will enhance the Superintendent's ability to fulfill her duties and responsibilities and the Board shall pay the reasonable costs for such attendance.

C. Technology/Communications Equipment.

The Board will provide and pay for the technology, and upkeep of the technology, necessary to carry out the duties and obligations of the Superintendent, including a smartphone, a tablet, and a laptop computer. The Superintendent acknowledges that all technology devices provided by the school system and the data that reside upon them belong to BCPS. These devices shall be used solely for business purposes and the Superintendent agrees that, except for unusual circumstances or inadvertence, personal devices will not be used for matters involving the administration of BCPS or in carrying out the duties and responsibilities of the Superintendent. Data contained on BCPS provided devices may be downloaded by authorized BCPS officials or at the Board's direction. Any deliberate attempt by the Superintendent, or someone acting at the direction of the Superintendent, to delete BCPS data with the intent to delay, obstruct, or thwart access to information that is material to issues before the Board or to matters being handled by the Superintendent in the performance of her duties may be deemed a material breach of the Superintendent's duties and of this Contract.

8. KEY PERSON OR TERM LIFE INSURANCE

The Board may obtain, at its sole cost and expense, Key Person or Term Life Insurance in an amount up to One Million Dollars (\$1,000,000.00) to protect and benefit the Board in the event that the Superintendent dies while employed by the Board. The Superintendent agrees that she will fully cooperate in the purchase of such insurance. The owner and beneficiary of any such policy will be the Board. Upon the termination of the Superintendent's employment, ownership of and payment for the policy may be transferred to the Superintendent, if she so desires and if allowed under the terms of the policy.

9. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent, except as to criminal litigation, from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose

while the Superintendent was acting within the scope of her employment, without malice or gross negligence, to the extent such liability coverage is within the authority of the Board to provide under State law without waiving any applicable governmental immunity. The Board will provide insurance to cover the Superintendent under this section and the obligations of this section may be met through the Board's existing liability insurance program. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such any demands, claims, suits, actions, and legal proceedings.

B. If, in the good faith opinion of the Board or its insurer, a conflict exists in the defense to a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel as may be permitted by and under the conditions specified by the Board's insurance carrier or insurance program.

C. Regardless of any other provision herein, the Board shall not pay any costs of legal proceedings in the event the Board and the Superintendent have adverse interests in any litigation or legal proceeding as reasonably determined by the Board.

D. The provisions of this Section 9 shall survive the expiration and/or termination of this Contract.

10. GOALS

Each year, at or close to the beginning of the school year but in any event no later than September 15 of the Contract, the Board and the Superintendent meet to discuss and agree on the BCPS goals that will be used to evaluate the Superintendent. These goals shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided.

11. EVALUATION

A. The Board and the Superintendent shall jointly determine the criteria, instrument, evidence, and process to be used to evaluate her performance. Student academic growth as measured by performance on state assessments, graduation rates, and attendance rates will be essential components of the evaluation. The Board shall provide the Superintendent a copy of the proposed evaluation instrument and solicit feedback, comments, and suggestions before the Board, in its sole discretion, finalizes the document. The Board's evaluation instrument and process, including timeline, shall be made available to the public.

B. The Board shall informally review and assess the Superintendent's progress on the agreed BCPS goals and other Board criteria no later than January 30th of each year of this Contract, unless extended by mutual agreement, and arrange for a time for the Board and Superintendent to meet in closed session and confer verbally on this informal assessment. Nothing in this subsection B shall prevent the Board from delegating this meeting to the Chair to conduct.

C. The Board shall formally evaluate and assess, in writing, the performance of the Superintendent annually no later than July 31st of each year of this Contract, unless extended by mutual agreement, using the instrument adopted in (11)(A) above. No later than 30 days prior to her evaluation, the Superintendent shall provide the Board a self-appraisal using the agreed-upon evaluation instrument, and the Board shall take the self-appraisal into account in conducting the Superintendent's evaluation. The evaluation shall be reasonably related to the duties of the Superintendent and the goals and objectives established pursuant to Section 9 of this Contract. A copy of the written evaluation shall be delivered to the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory or in need of improvement, in any respect, it shall describe, in reasonable detail, how the performance failed to meet expectations. The Superintendent shall have the right to provide a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. The final written documentation of the Superintendent's informal assessment and annual evaluation shall be confidential.

12. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

A. Mutual Agreement of the Parties.

In the event that either party to this Contract wishes to discontinue its contractual relationship with the other, notice of the desire to terminate the Contract prior to the expiration of the term shall be provided to the other party. The other party may but is not required to enter into discussions regarding the manner and the conditions under which the Contract would be terminated. The parties may agree to terminate the contract upon mutually acceptable terms.

B. Unilateral Termination by the Superintendent.

In the event that the Superintendent elects not to fulfill the full term of this Contract by resigning or retiring prior to the expiration of her term, she shall give at least one hundred twenty (120) days written notice to the Board. The Superintendent agrees to pay the Board the sum of One Thousand Dollars (\$1,000.00) for each day that is less than one hundred twenty (120) days and to waive all right to continue to earn or receive any benefits or leave not already earned or accrued as of the date her resignation or retirement notice is given to the Board, except that the provisions of Section 9 shall survive termination of the Contract. Unless the parties otherwise agree, and except as specified elsewhere in this Agreement, no other damages may be sought solely as a result of an early resignation or retirement hereunder.

C. Disability.

In the event of disability due to illness (physical or mental) or incapacity (physical or mental), the Superintendent shall use available leave until such leave is exhausted. The Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted her available sick leave and such other leave as may be available, and has been absent from her employment or unable to fulfill the essential duties

and responsibilities of her position for reasons related to her illness or incapacity for a period of one hundred eighty (180) days, whether consecutive or non-consecutive, unless further extended by Board action. All obligations of the Board shall cease upon such notice of termination, except Section 9 which shall survive termination of the Contract, and unless otherwise extended by the Board. Nothing in this section is intended or shall be construed as affecting Dr. Yarbrough's rights and remedies under the Americans with Disabilities Act (ADA).

If a question exists concerning the capacity of the Superintendent to return to or carry out her duties, the Board may require the Superintendent to submit to a medical or psychiatric examination, or both, to be performed by a doctor or doctors licensed to practice medicine. The Board and the Superintendent, or her designated representative, shall mutually agree upon the physician or physicians who shall conduct the examination which consent shall not be unreasonably withheld. The examination shall be done at the expense of the Board. The physician shall limit his or her review to the issue of whether the Superintendent has a continuing disability which, at that time, prohibits her from resuming the essential duties and responsibilities of her position.

D. Removal for Cause.

In accordance with the procedures in Section 4-201(e) of the Education Article of the of the annotated Code of Maryland, the Board may initiate removal of the Superintendent for cause for immorality; misconduct in office, including but not limited to violation of the Board's ethics policy; insubordination; incompetency; or willful neglect of duty, including those duties and responsibilities set forth in this Contract. Continued accrual of leave and provision of benefits due to the Superintendent under Section 6 of this Contract shall be suspended from the date of the Board's removal action hereunder. In the event that the Board does not find sufficient grounds to remove the Superintendent, or the Board is overturned on appeal, then the leave and benefits suspended shall be restored to the Superintendent.

In the event that the Superintendent is removed from office by action initiated with the State Superintendent of Schools in accordance with Section 4-201(e), continued accrual of leave and provision of benefits due to the Superintendent under Section 6 of this Contract shall be suspended from the date such action is initiated until the State Superintendent renders her final decision. In the event that the State Superintendent does not find sufficient grounds to remove the Superintendent, then the leave and benefits suspended shall be restored to the Superintendent.

In the event the Superintendent chooses to have legal counsel represent her in any removal proceedings, she shall bear her own legal costs. The Board agrees that it will not proceed under this subsection D if the Superintendent elects or the parties agree to terminate employment pursuant to (12)(A) or (12)(B) of this Contract.

In the event that the Superintendent is removed from office by the State Superintendent of Schools in accordance with Section 4-201(e) of the *Education Article* of the Annotated Code Maryland, this Contract terminates on the date of the State Superintendent's decision.

E. Death of the Superintendent.

Except as may be set forth herein, all obligations of the Board for salary or benefits not already accrued pursuant to this Contract shall cease upon the death of the Superintendent.

F. Termination Benefits.

Except for under Section 9 or as may be set forth elsewhere herein, the Board has no responsibility to provide, and the Superintendent has no entitlement to receive, any benefits or compensation not accrued on the date the Superintendent ceases employment and such benefits and compensation shall be pro-rated as appropriate.

13. RESIDENCY AND MOVE TO BALTIMORE COUNTY

The Board requires that the Superintendent live in Baltimore County, Maryland, and that she shall relocate to Baltimore County within one year of beginning her term unless extended by the Board, in writing, for good cause shown, and that she shall maintain continuous residency in Baltimore County, Maryland, while serving as the Superintendent of Schools.

The Board agrees to facilitate the move by paying a moving company in accordance with the following procedure: the Superintendent shall provide the Board with estimates from two moving companies for the reasonable costs of relocating her household to Baltimore County, and the Board agrees to reimburse the Superintendent for the amount of the lower estimate, up to \$15,000, unless the actual cost is less in which case the Board shall reimburse that final lower amount to the Superintendent. The Board reserves the option to seek its own estimate of moving costs and, if less than the two estimates submitted by the Superintendent, it shall provide the Superintendent with an amount equal to the estimate the Board obtained.

14. SAVINGS CLAUSE

If during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall remain in force.

15. WAIVER OF BREACH

The waiver of either party of a breach of any provision of this Contract by the other shall not operate or be construed as a waiver of any subsequent breach by either party of this Contract.

16. REPRESENTATIONS REGARDING TAXES

Notwithstanding any other representation or provision of this Contract, the Superintendent understands and agrees that the Board makes no representations as to the tax consequences of any compensation or benefits provided and that the Superintendent is solely responsible for any and all income, excise, or other taxes imposed on the Superintendent with respect to any and all compensation or other benefits provided herein.

17. NO OTHER REPRESENTATIONS

By signing this Contract, the Board and the Superintendent represent that they have read and fully understand this Contract and acknowledge that they have not relied upon any written or oral representation not expressly contained in this Contract.

18. AMENDMENT OF EMPLOYMENT CONTRACT

This Contract may be amended from time to time by mutual agreement of the parties. Any amendment shall be approved and executed with the same formality used to approve and execute this Contract, and any such approved and executed amendment shall be affixed hereto.

19. APPLICABLE LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the law of the State of Maryland. The Circuit Court for Baltimore County shall have jurisdiction over any dispute which may arise under this Contract, unless federal jurisdiction is exclusive for the remedy sought, and each of the parties shall submit and hereby consents to such Court's exclusive jurisdiction.


20. NECESSARY LEGAL APPROVALS

This Contract shall be null and void unless the appointment of the Superintendent shall have been approved in writing by the State Superintendent of Schools and the Contract is formally approved by the Board in open session.

IN WITNESS WHEREOF, the Board has agreed to and caused this Employment Contract, effective on the day and year specified in Section 1 above, to be executed on its behalf by a duly authorized officer of the Board; and the Superintendent has agreed to and indicated her acceptance and approval of this contract by signing below.

WITNESS:

**BOARD OF EDUCATION
OF BALTIMORE COUNTY**


_____(SEAL)




By: Jane E. Lichter, Chair

WITNESS:

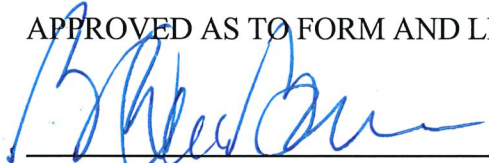
SUPERINTENDENT OF SCHOOLS


_____(SEAL)



Myriam Yarbrough, Ed.D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Board Counsel