

EMPLOYMENT AGREEMENT OF JULY 1, 2012
between
DR. STEVEN L. WALTS
and
THE PRINCE WILLIAM COUNTY SCHOOL BOARD

THIS EMPLOYMENT AGREEMENT (the "Agreement"), effective July 1, 2012, is made and entered into by and between the Prince William County School Board (hereinafter referred to as the "School Board") and Dr. Steven L. Walts (hereinafter referred to as the "Division Superintendent"), by action of the School Board at a public meeting held on May 30, 2012, in the Kelly Leadership Center, Manassas, Virginia, and as reflected in the minutes of that meeting attached hereto. This Agreement replaces any previous Employment Agreements between the parties and any Amendments thereto, and expressly extinguishes any obligation(s) of the School Board arising under such previous Employment Agreements and Amendments.

WHEREAS, the School Board and the Division Superintendent agree that a written Agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their respective duties and responsibilities in the operation of the Prince William County Public Schools (hereinafter referred to as "the District").

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, agree as follows:

I. EMPLOYMENT AND TERM

The School Board agrees to employ the Division Superintendent and the Division Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a term commencing July 1, 2012 and ending June 30, 2016.

The Board may, by specific action and with the consent of the Division Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II. QUALIFICATIONS OF THE DIVISION SUPERINTENDENT

A. CERTIFICATION.

The Division Superintendent shall at all times hold a valid license issued by the State Board of Education of the Commonwealth of Virginia, qualifying him to act as Division Superintendent, which license shall be properly registered and furnished to the Board prior to the Division Superintendent assuming his duties. Upon request of the School Board, the Division Superintendent agrees to furnish to the School Board, during the term of this Agreement, evidence that he is legally qualified to serve as Division Superintendent in accordance with the laws of the Commonwealth of Virginia and the regulations of the Virginia State Board of Education ("the State Board of Education").

B. MEDICAL EXAMINATION.

In light of the unique nature of the professional duties of the Division Superintendent, the School Board shall, at its expense, provide to the Division Superintendent a comprehensive annual medical examination to be performed by a licensed physician of the Division Superintendent's choice. The Division Superintendent agrees to participate fully in such examination and shall direct the physician to advise the School Board annually, in writing, of the continued physical fitness of the Division Superintendent to perform his duties. The Division Superintendent shall sign any documents or waivers necessary under HIPAA to enable the physician to provide this information to the School Board. Any such medical report(s) shall be treated as confidential information by the School Board.

III. RESPONSIBILITIES OF THE DIVISION SUPERINTENDENT

A. The Division Superintendent shall perform all duties and abide by all federal or state laws and any implementing policies or regulations of such laws, by the regulations of the State Board of Education and by the policies, regulations, and procedures of the Prince William County School Board.

B. The Division Superintendent shall serve as the Chief Executive Officer of the Prince William County Public Schools and shall have charge of the administration of the District, pursuant to the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, the policies and regulations of the District, and the legal directives of the School Board.

C. The duties of the Division Superintendent shall include the responsibility and authority to select, organize, reorganize, direct, assign, and transfer the teachers, administrative and supervisory staffs, and other employees of the District, so as to best serve the educational mission and students of the District, subject to the approval of the School Board as provided by law and by relevant School Board policies. The administration of instruction and business affairs shall be lodged with the Division Superintendent and shall be administered by him with the assistance of the administrative staff. The Division Superintendent shall also make recommendations for the development of School Board policies, and shall develop regulations, rules and procedures deemed necessary for the effective administration of the District.

D. The Division Superintendent agrees that he will perform any other legally permissible duties or functions consistent with the office of Division Superintendent which the School Board may see fit to assign him at any time during the term of this Agreement.

E. The Division Superintendent shall fully and completely inform the School Board of any and all information that is relevant to the functioning of the School Board. The School Board, individually and collectively, shall promptly refer all criticism, complaints, and suggestions concerning the Prince William County Public Schools, its students, or employees to the Division Superintendent for investigation, review, and recommendation. The Division Superintendent shall have the right to attend all School Board meetings and all School Board citizen committee and task force meetings, serving as an *ex officio* member of such committees and task forces. The Division Superintendent shall provide administrative recommendations on

each item of business considered by the School Board, except for closed session meetings discussing the selection of a new superintendent, closed session meetings regarding the performance, salary, benefits, or contract of the Division Superintendent, and those meetings or hearings involving employee grievances, which the Division Superintendent is precluded from attending by law.

F. The Division Superintendent shall devote his time, skill, labor and attention to his duties as the Chief Executive Officer of the District, provided however, that the Division Superintendent may undertake various professional duties and obligations, including writing, lecturing, and speaking engagements, subject to the approval of the School Board. However, no such outside activities shall conflict with School Board meetings or the responsibilities of the Division Superintendent under this Agreement. Such activities which require the Division Superintendent to be absent from the District for more than three (3) consecutive working days shall be subject to the express prior approval of the School Board. The Division Superintendent may at his option, and with the approval of the School Board, continue to draw a salary while engaged in any such outside activities described in this paragraph. In such cases, honoraria paid to the Division Superintendent in connection with these activities shall be transferred to the District. If the Division Superintendent chooses to use annual or vacation leave to perform such outside activities, he shall retain any honoraria paid. In no case shall the School Board be responsible for any expenses attendant to the performance of outside activities, including but not limited to transportation, meals and lodging. Pursuant to § 22.1-66 of the Code of Virginia, the Office of Division Superintendent shall be deemed vacant upon the Division Superintendent engaging in any other business or employment without such prior approval of the School Board.

G. The District encourages, subject to budget limitation, the continuing professional growth of the Division Superintendent through his participation in:

- (1) The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- (2) Seminars and courses offered by public or private educational institutions;
- (3) Informational meetings and conferences with other persons whose particular skills or backgrounds would serve to improve the capacity of the Division Superintendent to perform his professional responsibilities for the District; and
- (4) Community organizations and partnerships with the District.

The District shall permit a reasonable amount of released time for the Division Superintendent to attend such matters and shall pay for related travel and for incidental costs including conference fees, professional dues, meals and lodging. Adequate funds for such purposes shall be included in the annual District budget adopted by the School Board. The Division Superintendent may attend professional meetings and participate in the activities of such programs and organizations within the continental United States, without prior approval of the School Board.

IV. COMPENSATION

A. SALARY.

The School Board shall pay the Division Superintendent an annual salary of \$270,669.00 (Two Hundred Seventy Thousand Six Hundred and Sixty-Nine Dollars), payable on a semi-monthly basis, commencing July 1, 2012, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. This salary increase is the average increase approved for all Division employees for 2012-13. The Division Superintendent shall receive no cost-of-living increases given to other school employees. However, the annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division Superintendent be paid less than \$270,669.00. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that that termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

B. PURCHASE AND CONTRIBUTIONS TO RETIREMENT SERVICE.

(1) In addition to all purchases of retirement service and all contributions to the Virginia Retirement System made by the School Board to date on behalf of the Division Superintendent, and in addition to all amounts contributed by the School Board to date on behalf of the Division Superintendent to any supplemental retirement accounts including, but not limited to, any 403 (b), 415 (c) or 457 (b) accounts, the School Board agrees to make future annual employer discretionary contributions to the Division Superintendent's qualified supplemental retirement accounts over the course of the term of this Agreement, commencing July 1, 2012 and ending June 30, 2016, providing that the Division Superintendent is in the employ of the School Board at the time each payment is due, and as set forth herein.

For each fiscal year that the Division Superintendent remains in the employ of the School Board under this Agreement, the School Board agrees to contribute to the Division Superintendent's qualified supplemental retirement account(s), one-hundred percent (100 %) of the maximum amounts permitted as of January 1 of each fiscal year under Sections 403(b), 415(c) and 457(b) of the Internal Revenue Code.

To the extent permitted by law, all such contributions shall be made as regular semi-monthly payroll deductions, and the School Board shall supplement the Division Superintendent's salary in the amount of each semi-monthly contribution in order that such contribution shall be made as a payroll deduction. For any fiscal year in which any portion of such contribution cannot be disbursed as payroll deduction(s), the School Board shall pay the remaining portion in one lump sum contribution during the first business week of January of that fiscal year. The Division Superintendent may direct the payment of such supplemental retirement contributions to the accounts of his choice; however, all such contributions shall be made through payroll deductions to the extent permitted by law.

(2) In the event that on or after July 1, 2012 and prior to June 30, 2016, the Division Superintendent terminates his employment, is terminated for sufficient cause or for disability by the School Board, or the Division Superintendent's employment is terminated by mutual agreement, the Division Superintendent agrees to reimburse the District for the total cost of any amounts contributed in lump sum amounts under Section IV, Compensation, Subsection B, paragraph 1 of this Agreement to any supplemental retirement account(s) on behalf of the Division Superintendent from July 1, 2012 through the date of termination of this Agreement, prorated for the balance of the unfulfilled days of the term of this Agreement. Such reimbursement shall be an amount equal to the total cost of all lump sum contributions made to any supplemental retirement account from July 1, 2012 through the date of termination, multiplied by a fraction, the numerator of which shall be the number of calendar days remaining between the date of termination and June 30, 2016, and the denominator of which fraction shall be the total number of calendar days between July 1, 2012 and June 30, 2016.

(3) In the event that the Division Superintendent dies while still employed by the School Board under this Agreement, no reimbursement of the School Board's purchase of retirement services nor prior contributions to the Division's Superintendent's supplemental retirement accounts shall be required of the Division Superintendent's heirs or beneficiaries.

C. AUTOMOBILE ENTITLEMENT OR ALLOWANCE.

The School Board shall pay the Division Superintendent an automobile allowance of \$1,000.00 (One Thousand Dollars) per month, and a gasoline allowance of \$1,500.00 (One Thousand, Five Hundred Dollars) per school year. The Division Superintendent shall provide all maintenance, insurance, and other costs associated with the operation of his vehicle. Alternatively, and at the option of the Division Superintendent at any time during this Agreement, the School Board shall provide a vehicle for business use by the Division Superintendent and for his personal use within the Metropolitan Washington, D.C. area during the term of this Agreement. The automobile shall not be owned by the Division Superintendent, but may be owned or leased by the School Board and shall be fully maintained and insured by the School Board.

D. SUPPLEMENTAL BENEFIT.

As a Supplemental Benefit, the School Board agrees effective July 1, 2012, to pay the Division Superintendent up to the amount of \$27,150.00 (Twenty-Seven Thousand, One Hundred and Fifty Dollars) annually for expenses not otherwise provided for in the Agreement, or in addition to those provided for in the Agreement, and incurred by the Division Superintendent during the term of the Agreement for any of the following:

Health care and health maintenance reimbursement

Prescription drugs and health care expenses

Insurance for the Division Superintendent and/or dependents, including, but not limited to, whole life insurance, term life insurance, split life insurance, disability insurance, or mortgage insurance

IRS tax-sheltered plans, such as 403 (b), 415 (c) or 457 (b) plans, for example

Dependent care, including educational expenses, and the procurement thereof
Home security
College savings plans
Medical expenses
Dental expenses
Vision care expenses

Expenses associated with the operation of the Division Superintendent's
Automobile

In those years that District employees are granted a step and/or COLA increase in their salaries, the Division Superintendent's annual supplemental benefit payment shall be increased by the average employee's rate of increase, effective July 1st of every year that the Division Superintendent remains in the employ of the School Board under this Agreement.

V. BENEFITS

A. GENERAL ADMINISTRATIVE BENEFITS.

(1) The Division Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the School Board, except cost-of-living raises and medical, hospital, and dental insurance. Such benefits include, but are not limited to, annual leave, sick leave, personal leave, vision care insurance, disability insurance, other insurance protection, retirement programs, choice of tax-sheltered annuities, and other administrative employee benefits.

(2) In addition to any annual leave accrued by the Division Superintendent under Regulation 542.01-1, *Annual Leave*, the Division Superintendent shall continue to earn two days of additional annual leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional annual leave commencing July 1 of each fiscal year. At any time between January 1st and June 30th of each year that this Agreement remains in effect, the Division Superintendent, if still in the service of the District, may convert up to an annual total of seventeen (17) days of accrued annual leave to a cash-payout at the rate of 100 % of the Division Superintendent's per diem or hourly rate as of June 30th of the fiscal year during which the payout is made. In addition to any sick leave accrued by the Division Superintendent under Regulation 542.02-1, *Sick Leave*, the Division Superintendent shall continue to earn one day of additional sick leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional sick leave commencing July 1 of each fiscal year.

(3) At the conclusion of his employment with the District, the Division Superintendent shall be permitted to convert any unused leave as provided in Regulation 545-1, *Benefits*, and Regulation 542.01-1, *Annual Leave*, except that the Division Superintendent shall be allowed to accumulate a maximum of 65 days of annual leave, and the separation pay formula

for sick leave shall be compensated at the rate of thirty percent (30%) of the Division Superintendent's per diem or hourly rate at the time of separation.

B. LIFE INSURANCE.

In addition to the basic life insurance provided by the District to all employees, the School Board shall purchase, through the Virginia Retirement System, optional term life insurance for the Division Superintendent, up to the \$600,000 limit of coverage, and optional term life insurance for the Division Superintendent's spouse and children in the maximum limits available under that insurance plan.

C. SUPPLEMENTAL DISABILITY INSURANCE.

In addition to the disability insurance provided by the District to all employees, the School Board shall purchase supplemental disability insurance for the Division Superintendent through the Virginia Retirement System which provides coverage in an amount not less than 50% of the Division Superintendent's contracted salary and shall pay the annual premium for such insurance each year, provided that the Division Superintendent remains in the employ of the School Board at the time such premium is due.

VI. EXPENSES

A. APPROVED EXPENSES.

The School Board shall, subject to any budget limitations, pay or reimburse the Division Superintendent for all actual expenses approved by the School Board and incurred by the Division Superintendent in the continuing performance of his duties, as permitted by state law.

B. TECHNOLOGICAL SERVICES.

The School Board shall provide for the Division Superintendent's use at his personal residence, a computer, printer, high speed internet access, and a facsimile machine, and other personal devices comparable to the technologies provided to the members of the School Board. The District shall also provide, at its expense, a cell phone with an unlimited data plan for the Division Superintendent's personal use.

VII. EVALUATION

The School Board shall evaluate and assess the performance of the Division Superintendent at least once a year during the term of this Agreement, but prior to June 30th of each year, until termination or expiration of this Agreement. The School Board and the Division Superintendent shall agree upon a performance evaluation instrument which identifies performance criteria and the School Board shall provide evaluative feedback which can be used constructively by the Division Superintendent the following year.

Within thirty days of such evaluation, the School Board Chairman shall provide a written evaluation which shall include commendations and recommendations tied to the pre-agreed criteria described above. A copy of any written evaluation shall be delivered to the Division

Superintendent and placed in his personnel file. The Division Superintendent shall have a right to make a written reply or response to the evaluation, which response shall also become a permanent attachment to the Division Superintendent's personnel file. The School Board shall devote at least a portion of a scheduled School Board meeting to conduct the Division Superintendent's evaluation and to discuss the working relationship between the School Board and the Division Superintendent. All aspects of such evaluation and discussions shall take place in a closed meeting and shall be treated confidentially, unless agreed otherwise by the Division Superintendent and the School Board, and as subject to the provisions of the Virginia Freedom of Information Act, Va. Code § 2.2-3700, *et seq.*, as amended.

VIII. RENEWAL OF AGREEMENT

This Agreement may be renewed by the School Board and the Division Superintendent by mutual agreement in writing. On or before September 30, 2015, the Division Superintendent shall notify the School Board in writing of his intent with respect to renewal of this Agreement and the term of any requested renewal. The School Board shall give notice to the Division Superintendent in writing on or before October 30, 2015, of its proposed intention to renew or not to renew this Agreement. Such communications shall be treated confidentially and shall be held in closed meeting, subject to the requirements of the Virginia Freedom of Information Act. Nothing contained herein shall prohibit a mutually agreed upon dissolution of this Agreement.

IX. TERMINATION

This Agreement may be terminated by:

A. MUTUAL AGREEMENT OF THE PARTIES.

B. VOLUNTARY RESIGNATION OF THE DIVISION SUPERINTENDENT.

In the event that the Division Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of the resignation and the Division Superintendent shall reimburse the District a prorated amount for retirement purchases and/or contributions as agreed at Section IV, Compensation, Subsection B, paragraph 2 of this Agreement. The Division Superintendent agrees to give the School Board one-hundred and twenty days (120 days) written notice of such resignation; provided, however, that the School Board may, in its sole discretion, waive any or all of the one hundred and twenty day (120 day) notice requirement. Such voluntary resignation shall be mutually agreed upon by the School Board and the Division Superintendent. All salary and benefits shall cease as of the effective date of such termination and the Division Superintendent shall reimburse the District a prorated amount for retirement purchases and/or contributions as agreed at Section IV, Compensation, Subsection B, paragraph 2 of this Agreement.

C. DISABILITY OF THE DIVISION SUPERINTENDENT.

In the event of disability by illness or incapacity, the School Board may terminate this contract by written notice to the Division Superintendent at any time after the Division Superintendent has exhausted any accumulated sick leave and such other leave as may be available, and has been absent from his employment, for whatever cause, for a continuous period

of 90 days. All salary and benefits shall cease as of the effective date of such termination and the Division Superintendent shall reimburse the District a prorated amount for retirement purchases and/or contributions as agreed at Section IV, Compensation, Subsection B, paragraph 2 of this Agreement.

In the event that a question arises concerning the capacity of the Division Superintendent to return to or perform his duties, the School Board may require the Division Superintendent to submit to a medical examination, to be performed by an independent licensed physician agreed to by the School Board and the Division Superintendent. The Division Superintendent agrees to undergo such examination and to provide the examining physician with all medical reports, diagnostic tests, laboratory results, treatment notes, or other medical records deemed germane to the examination by the examining physician. The Division Superintendent shall sign any documents or waivers necessary under HIPAA to enable the physician to obtain such records as the physician deems relevant to the examination.

The examination shall be done at the expense of the School Board and the physician shall issue a written report(s) to the School Board addressing the issue of whether the Division Superintendent has a disability which prevents him from performing or continuing his duties. Any such medical report(s) shall be treated as confidential information by the School Board.

The Division Superintendent's medical records shall not be provided to the School Board, except in the event that the Division Superintendent's ability to perform his job duties remains at issue, in which case the Division Superintendent shall authorize the release of such records to the School Board, in order that such records may be used or relied upon by the School Board in reaching a decision as to whether the Division Superintendent should remain in his position, and in any School Board hearing, administrative proceeding, or litigation where the Division Superintendent's ability to perform his job duties is at issue. Such records shall be treated as confidential information by the School Board, subject to the use of such records as specified above.

D. DISCHARGE FOR CAUSE.

The Division Superintendent, in accordance with Virginia Code § 22.1-65, may be assessed a reasonable fine, suspended from office for a limited period of time, or removed from office either by the State Board of Education or by the School Board for sufficient cause. Sufficient cause may include, but is not limited to: (1) material failure in the Division Superintendent's performance or repeated neglect of duty; (2) breach of this Agreement; (3) forfeiture of office; (4) non-compliance with school laws and regulations; (5) conviction of a felony or misdemeanor as set forth in § 22.1-296.1 of the Code of Virginia (or an equivalent offense in another state); (6) commission by the Division Superintendent of any act or omission constituting dishonesty, fraud, immoral or disreputable conduct; or (7) any other good or sufficient cause which renders the Division Superintendent unfit to continue his duties or which is seriously prejudicial to the District.

Reasonable notice of discharge for cause shall be given in writing and the Division Superintendent shall be entitled to appear before the School Board to discuss such causes, where he may be represented by counsel at his own expense. Such hearing shall be conducted in closed

session and the Division Superintendent shall be provided with a written decision setting forth the School Board's decision and the reasons therefore. The Division Superintendent may appeal to the appropriate circuit court any decision of the State Board of Education or the School Board to assess a fine against him, to suspend him, or to remove him from office, and shall be entitled to a trial *de novo* on such appeal of whether there was sufficient cause.

In the event that the Division Superintendent is terminated for cause, all compensation and benefits shall cease as of the effective date of the termination and the Division Superintendent shall reimburse the District a prorated amount for retirement purchases and/or contributions as agreed at Section IV, Compensation, Subsection B, paragraph 2 of this Agreement.

E. DEATH OF THE DIVISION SUPERINTENDENT.

As supported by a death certificate.

X. PROFESSIONAL LIABILITY AND INDEMNITY

To the extent permitted by law, the School Board hereby indemnifies and holds harmless the Division Superintendent and/or his estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Division Superintendent in his individual capacity or in his official capacity or as agent and/or employee of the School Board, for any incident or activity arising out of and within the scope of his duties as Division Superintendent, provided that the actions of the Division Superintendent related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of his official authority.

The School Board agrees to provide insurance or self-insurance coverage in matters relating to the Division Superintendent's official duties within the scope of his employment, and to provide legal counsel for the Division Superintendent as is provided to all employees in accordance with § 22.1-83 of the Code of Virginia.

The School Board shall not, however, be required to pay any costs or damages arising out of any legal or other proceedings involving criminal conduct by the Division Superintendent nor any costs or damages arising out of any legal or other proceedings in the event the School Board and the Division Superintendent have adverse interests in such proceedings, including but not limited to any proceedings instituted by either party against the other.

XI. SAVINGS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in the Commonwealth of Virginia or under federal law, the remainder of the Agreement not affected by such ruling shall remain in force.

XII. AMENDMENT

This Agreement of Employment may be amended only in writing signed by both parties hereto.

XIII. APPLICABLE LAW

This Agreement shall be construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Agreement to be executed on its behalf by its Chairman in accordance with action by the School Board authorizing such execution on May 30, 2012, and the Division Superintendent has executed the five originals of this Agreement.

EXECUTED this 19 day of June, 2012.

ATTEST:



James E. Fagan
Division Counsel

Prince William County School Board

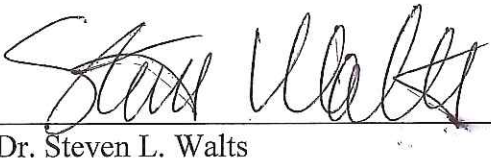
By:


Milton C. Johns
Chairman-at-Large
Prince William County School Board

ATTEST:


Deborah H. Urban
Clerk to the School Board

By:


Dr. Steven L. Walts
Division Superintendent

Attachment: Minutes of the May 30, 2012 Meeting of the Prince William County School Board

MINUTES
REGULAR MEETING OF THE PRINCE WILLIAM COUNTY SCHOOL BOARD
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Wednesday, May 30, 2012 (6:00 PM)

THE MEETING OF THE SCHOOL BOARD OF PRINCE WILLIAM COUNTY PUBLIC SCHOOLS, PRINCE WILLIAM COUNTY, VIRGINIA, WAS CALLED TO ORDER AT 14715 BRISTOW ROAD, MANASSAS, VA, BY Milton Johns

ROLL CALL

UPON THE ROLL BEING CALLED, THE FOLLOWING WERE PRESENT:
SUPERINTENDENT OF SCHOOLS, DR. STEVEN WALTS; CLERK OF THE SCHOOL BOARD, DEBORAH H. URBAN; DIVISION COUNSEL, JAMES FAGAN

BOARD	Alyson Satterwhite
MEMBERS:	Betty Covington
	Denita Ramirez
	Gil Trenum
	Lisa Bell
	Michael Otaigbe
	Milton Johns

ALSO IN ATTENDANCE:

Closed Meeting Called to Order

Chairman Johns called the meeting to order at 6:17 p.m.

1. Approval of Closed Session Agenda

ORIGINAL - Motion

Member (**Lisa Bell**) Moved, Member (**Denita Ramirez**) seconded to approve the **ORIGINAL** motion 'That the Prince William County School Board approve the Closed Session agenda as recommended: Meeting Called to Order Approval of Closed Session Agenda Motion to Enter Closed Session Closed Session Action Items Amendment of Superintendent's Employment Contract Closed Session Certification Adjourn'. Upon a roll call vote being taken, the vote was: Aye: 7 Nay: 0. The motion **Carried. 7 - 0**

Alyson Satterwhite	Yes
Betty Covington	Yes
Denita Ramirez	Yes
Gil Trenum	Yes
Lisa Bell	Yes
Michael Otaigbe	Yes
Milton Johns	Yes

Motion to Enter Closed Session

The Prince William County School Board adjourned to Closed Session at 6:19 p.m. and returned to Open Session at 9:20 p.m.

2. Closed Session Motion

Items discussed by the Prince William County School Board in Closed Session are confined by law to personnel, student matters, acquisition/disposition of real property, legal and other specific matters exempted from open session under Virginia's Freedom of Information Act.

ORIGINAL - Motion

Member **(Lisa Bell)** Moved, Member **(Denita Ramirez)** seconded to approve the **ORIGINAL** motion 'That, pursuant to Virginia Code Section 2.2-3711, the Prince William County School Board enter Closed Session for the following reasons: (1) To discuss the performance, evaluate, and consider amending the Superintendent's contract of employment under Sections 2.2-3711 (A) (1) and (7).'. Upon a roll call vote being taken, the vote was: Aye: **7** Nay: **0**. The motion **Carried. 7 - 0**

Alyson Satterwhite	Yes
Betty Covington	Yes
Denita Ramirez	Yes
Gil Trenum	Yes
Lisa Bell	Yes
Michael Otaigbe	Yes
Milton Johns	Yes

Closed Session Action Items

3. Superintendent's Employment Contract

ORIGINAL - Motion

Member **(Lisa Bell)** Moved, Member **(Michael Otaigbe)** seconded to approve the **ORIGINAL** motion 'That, based upon the Superintendent's annual evaluation, the Prince William County School Board: a) terminates the Superintendent's current contract and all addenda as of June 30, 2012, and b) approves a new four (4) year contract to begin immediately following the termination of the current contract, or July 1, 2012, until June 30, 2016, and c) directs and authorizes the Division Counsel to draft the new contract upon the terms directed by the Board, and d) authorizes the Board Chairman to execute the new contract on behalf of the School Board.'. Upon a roll call vote being taken, the vote was: Aye: **7** Nay: **0**. The motion **Carried. 7 - 0**

Alyson Satterwhite Yes
Betty Covington Yes
Denita Ramirez Yes
Gil Trenum Yes
Lisa Bell Yes
Michael Otaigbe Yes
Milton Johns Yes

Closed Session Certification

4. Closed Session Certification

ORIGINAL - Motion

Member (**Lisa Bell**) Moved, Member (**Gil Trenum**) seconded to approve the **ORIGINAL** motion 'That, pursuant to Virginia Code Section 2.2-3712, the Closed Session of the Prince William County School Board meeting of May 30, 2012 be certified by adopting the following resolution: NOW, THEREFORE, BE IT RESOLVED that the Prince William County School Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements were discussed in the closed meeting which this certification resolution applies, and (2) only such public business matters as were identified in the motion convening the closed meeting were heard and discussed or considered by the School Board.' Upon a roll call vote being taken, the vote was: Aye: 7 Nay: 0. The motion **Carried. 7 - 0**

Alyson Satterwhite Yes
Betty Covington Yes
Denita Ramirez Yes
Gil Trenum Yes
Lisa Bell Yes
Michael Otaigbe Yes
Milton Johns Yes

Adjourn

There being nothing further to come before the Board, Chairman Johns declared the meeting adjourned at 9:21 p.m.


Milton C. Johns, Chairman At-Large


Deborah H. Urban, Clerk of the School Board

**AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT OF JULY 1, 2012**

between

DR. STEVEN L. WALTS

and

THE PRINCE WILLIAM COUNTY SCHOOL BOARD

This is to certify that the **EMPLOYMENT AGREEMENT** made and entered into effective July 1, 2012, by and between the Prince William County School Board (hereinafter referred to as the "School Board") and Dr. Steven L. **Walts** (hereinafter referred to as the "Division Superintendent"), was amended by action of the School Board at a public meeting held on May 29, 2013, in the Kelly Leadership Center, Manassas, Virginia as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the amendments below as evidenced by his signature hereto: and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as the "District") to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to amend the **EMPLOYMENT AGREEMENT**:

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on May 29, 2013, hereby agree that the **EMPLOYMENT AGREEMENT** is amended effective July 1, 2013, as follows:

I. Section I. Employment and Term, of the **EMPLOYMENT AGREEMENT** is deleted and replaced with the following italicized paragraphs:

The School Board agrees to employ the Division Superintendent and the Division Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a term commencing July 1, 2013, and ending June 30, 2017.

The Board may, by specific action and with the consent of the Division Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II. Paragraph A. of Section IV. Compensation, of the **EMPLOYMENT AGREEMENT** is deleted and replaced with the following italicized Paragraph A. of Section IV. Compensation:

IV. COMPENSATION

A. SALARY

The School Board shall pay the Division Superintendent an annual salary of \$278,789.00 (Two Hundred Seventy-Eight Thousand and Seven Hundred Eighty-Nine Dollars), payable on a semi-monthly basis, commencing July 1, 2013, and continuing thereafter during the term of this

Agreement, unless in accordance with this paragraph, the annual salary is later increased. *This salary increase is the same percentage increase approved for all Division employees for 2013-14. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division Superintendent be paid less than \$278,789.00. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that that termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.*

III. Paragraphs B. (1) and (2) of Section IV, Compensation, of the EMPLOYMENT AGREEMENT are deleted and replaced with the following italicized Paragraphs B. (1) and (2) of Section IV, Compensation:

B. PURCHASE AND CONTRIBUTIONS TO RETIREMENT SERVICE

(1) *In addition to all purchases of retirement service and all contributions to the Virginia Retirement System made by the School Board to date on behalf of the Division Superintendent, and in addition to all amounts contributed by the School Board to date on behalf of the Division Superintendent to any supplemental retirement accounts including, but not limited to, any 403 (b), 415 (c) or 457 (b) accounts, the School Board agrees to make future annual employer discretionary contributions to the Division Superintendent's qualified supplemental retirement accounts over the course of the term of this Agreement, commencing July 1, 2013, and ending June 30, 2017, providing that the Division Superintendent is in the employ of the School Board at the time each payment is due, and as set forth herein.*

For each fiscal year that the Division Superintendent remains in the employ of the School Board under this Agreement, the School Board agrees to contribute to the Division Superintendent's qualified supplemental retirement account(s), one-hundred percent (100 %) of the maximum amounts permitted as of January 1 of each fiscal year under Sections 403(b), 415(c) and 457(b) of the Internal Revenue Code.

To the extent permitted by law, all such contributions shall be made as regular semi-monthly payroll deductions, and the School Board shall supplement the Division Superintendent's salary in the amount of each semi-monthly contribution in order that such contribution shall be made as a payroll deduction. For any fiscal year in which any portion of such contribution cannot be disbursed as payroll deduction(s), the School Board shall pay the remaining portion in one lump sum contribution during the first business week of January of that fiscal year. The Division Superintendent may direct the payment of such supplemental retirement contributions to the account(s) of his choice; however, all such contributions shall be made through payroll deductions to the extent permitted by law.

(2) *In the event that on or after July 1, 2013, and prior to June 30, 2017, the Division Superintendent terminates his employment, is terminated for sufficient cause or for disability by the School Board, or the Division Superintendent's employment is terminated by*

initial agreement, *the Division Superintendent agrees to reimburse the District for the total cost of any amounts contributed in lump sum amounts under Section IV, Compensation, Subsection B, paragraph 1 of this Agreement to any supplemental retirement account(s) on behalf of the Division Superintendent from July 1, 2013 through the date of termination of this Agreement, prorated for the balance of the unfulfilled days of the term of this Agreement. Such reimbursement shall be an amount equal to the total cost of all lump sum contributions made to any supplemental retirement account from July 1, 2013 through the date of termination multiplied by a fraction, the numerator of which shall be the number of calendar days remaining between the date of termination and June 30, 2017, and the denominator of which fraction shall be the total number of calendar days between July 1, 2013, and June 30, 2017.*

All remaining terms and conditions of Paragraph B, of Section IV, Compensation, remain in full force and effect.

IV. Paragraph D, of Section IV, Compensation, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph D, of Section IV, Compensation:

As a Supplemental Benefit, the School Board agrees effective July 1, 2013, to pay the Division Superintendent up to the amount of \$27,693.00 (Twenty-Seven Thousand Six Hundred and Ninety-Three Dollars) annually for expenses not otherwise provided for in the Agreement, or in addition to those provided for in the Agreement, and incurred by the Division Superintendent during the term of the Agreement for any of the following:

Health care and health maintenance reimbursement

Prescription drugs and health care expenses

Insurance for the Division Superintendent and/or dependents, including, but not limited to, whole life insurance, term life insurance, split life insurance, disability insurance, or mortgage insurance

IRS tax-sheltered plans, such as 403 (b), 415 (c) or 457 (b) plans, for example

Dependent care, including educational expenses, and the securement thereof

Home security

College savings plans

Medical expenses

Dental expenses

Vision care expenses

Expenses associated with the operation of the Division Superintendent's automobile

In those years that District employees are granted a step and/or COLA increase in their salaries, the Division Superintendent's annual supplemental benefit payment shall be increased

by the average employee's rate of increase, effective July 1 of every year that the Division Superintendent remains in the employ of the School Board under this Agreement.

V. Paragraphs A. (2) and (3) of Section V. Benefits, of the EMPLOYMENT AGREEMENT are deleted and replaced with the following italicized Paragraphs A. (2) and (3) of Section V. Benefits:

V. BENEFITS

A. GENERAL ADMINISTRATIVE BENEFITS.

(2) *In addition to any annual leave accrued by the Division Superintendent under Regulation 542.01-1, Annual Leave, the Division Superintendent shall continue to earn two days of additional annual leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional annual leave commencing July 1 of each fiscal year. At any time that this Agreement remains in effect the Division Superintendent, if still in the service of the District, may convert up to an annual total of nineteen (19) days of accrued annual leave to a cash-payout at the rate of 100 % of the Division Superintendent's per diem or hourly rate as of June 30th of the fiscal year during which the payout is made. In addition to any sick leave accrued by the Division Superintendent under Regulation 542.02-1, Sick Leave, the Division Superintendent shall continue to earn one day of additional sick leave for each fiscal year served during the term of this Agreement with the accrual date of such additional sick leave commencing July 1 of each fiscal year.*

(3) *At the conclusion of his employment with the District, the Division Superintendent shall be permitted to convert any unused leave as provided in Regulation 545-1, Benefits, and Regulation 542.01-1, Annual Leave, except that the Division Superintendent shall be allowed to accumulate a maximum of 65 days of annual leave, and the separation pay formula for sick leave shall be compensated at the rate of thirty-five percent (35%) of the Division Superintendent's per diem or hourly rate at the time of separation.*

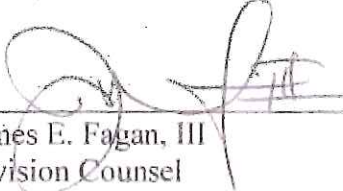
All remaining terms and conditions of Section V, Benefits, remain in full force and effect.

VI. All other terms of the EMPLOYMENT AGREEMENT of July 1, 2012, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.


IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman in accordance with action by the School Board authorizing such execution on May 29, 2013, and the Division Superintendent has executed the five originals of this Agreement.

EXECUTED this 19 day of June, 2013.


ATTEST:



James E. Fagan, III
Division Counsel

Prince William County School Board

By: 
Milton C. Johns
Chairman-at-Large
Prince William County School Board

ATTEST:


Deborah Urban
Clerk to the School Board

By: 
Dr. Steven L. Walts
Division Superintendent

Attachment: Minutes of the May 29, 2013, Meeting of the Prince William County School Board

**AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT EFFECTIVE JULY 1, 2012
AS AMENDED BY AGREEMENT EFFECTIVE JULY 1, 2013**

between

DR. STEVEN L. WALTS

and

THE PRINCE WILLIAM COUNTY SCHOOL BOARD

This is to certify that the agreements made and entered into effective July 1, 2012, as amended by amendment and certification effective July 1, 2013 (collectively hereinafter referred to as the "**EMPLOYMENT AGREEMENT**"), by and between the Prince William County School Board (hereinafter referred to as the "School Board") and Dr. Steven L. Walts (hereinafter referred to as the "Division Superintendent"), were amended by action of the School Board at a public meeting held on May 28, 2014, in the Kelly Leadership Center, Manassas, Virginia as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the amendments below as evidenced by his signature hereto; and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as the "District") to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to amend the EMPLOYMENT AGREEMENT;

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on May 28, 2014, hereby agree that the EMPLOYMENT AGREEMENT is amended effective July 1, 2014, as follows:

I. Section I, Employment and Term, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized paragraphs:

I. EMPLOYMENT AND TERM

The School Board agrees to employ the Division Superintendent and the Division Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a term commencing July 1, 2014 and ending June 30, 2018.

The Board may, by specific action and with the consent of the Division Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II. Paragraph A. of Section IV, Compensation, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph A. of Section IV, Compensation:

IV. COMPENSATION

A. SALARY.

The School Board shall pay the Division Superintendent an annual salary of \$287,153.00 (Two Hundred Eighty-Seven Thousand and One Hundred Fifty-Three Dollars), payable on a semi-monthly basis, commencing July 1, 2014, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. This salary increase is the same percentage increase approved for all Division employees for 2014-15. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division Superintendent be paid less than \$287,153.00. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that that termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

III. Paragraphs B. (1) and (2) of Section IV, Compensation, of the EMPLOYMENT AGREEMENT are deleted and replaced with the following italicized Paragraphs B. (1) and (2) of Section IV, Compensation:

IV. COMPENSATION

B. PURCHASE AND CONTRIBUTIONS TO RETIREMENT SERVICE.

(1) In addition to all purchases of retirement service and all contributions to the Virginia Retirement System made by the School Board to date on behalf of the Division Superintendent, and in addition to all amounts contributed by the School Board to date on behalf of the Division Superintendent to any supplemental retirement accounts including, but not limited to, any 403 (b), 415 (c) or 457 (b) accounts, the School Board agrees to make future annual employer discretionary contributions to the Division Superintendent's qualified supplemental retirement accounts over the course of the term of this Agreement, commencing July 1, 2014 and ending June 30, 2018, providing that the Division Superintendent is in the employ of the School Board at the time each payment is due, and as set forth herein.

For each fiscal year that the Division Superintendent remains in the employ of the School Board under this Agreement, the School Board agrees to contribute to the Division Superintendent's qualified supplemental retirement account(s), one-hundred percent (100 %) of the maximum amounts permitted as of January 1 of each fiscal year under Sections 403(b), 415(c) and 457(b) of the Internal Revenue Code.

To the extent permitted by law, all such contributions shall be made as regular semi-monthly payroll deductions, and the School Board shall supplement the Division Superintendent's salary in the amount of each semi-monthly contribution in order that such contribution shall be made as a payroll deduction. For any fiscal year in which any portion of such contribution cannot be disbursed as payroll deduction(s), the School Board shall pay the

remaining portion in one lump sum contribution during the first business week of January of that fiscal year. The Division Superintendent may direct the payment of such supplemental retirement contributions to the accounts of his choice; however, all such contributions shall be made through payroll deductions to the extent permitted by law.

(2) In the event that on or after July 1, 2014 and prior to June 30, 2018, the Division Superintendent terminates his employment, is terminated for sufficient cause or for disability by the School Board, or the Division Superintendent's employment is terminated by mutual agreement, the Division Superintendent agrees to reimburse the District for the total cost of any amounts contributed in lump sum amounts under Section IV, Compensation, Subsection B, paragraph 1 of this Agreement to any supplemental retirement account(s) on behalf of the Division Superintendent from July 1, 2014 through the date of termination of this Agreement, prorated for the balance of the unfulfilled days of the term of this Agreement. Such reimbursement shall be an amount equal to the total cost of all lump sum contributions made to any supplemental retirement account from July 1, 2014 through the date of termination, multiplied by a fraction, the numerator of which shall be the number of calendar days remaining between the date of termination and June 30, 2018, and the denominator of which fraction shall be the total number of calendar days between July 1, 2014 and June 30, 2018.

All remaining terms and conditions of Paragraph B. of Section IV, Compensation, remain in full force and effect.

IV. Paragraph D. of Section IV, Compensation, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph D. of Section IV, Compensation:

IV. COMPENSATION

D. SUPPLEMENTAL BENEFIT.

As a Supplemental Benefit, the School Board agrees effective July 1, 2014, to pay the Division Superintendent up to the amount of \$28,245.00 (Twenty-Eight Thousand, Two Hundred and Forty-Five Dollars) annually for expenses not otherwise provided for in the Agreement, or in addition to those provided for in the Agreement, and incurred by the Division Superintendent during the term of the Agreement for any of the following:

Health care and health maintenance reimbursement

Prescription drugs and health care expenses

Insurance for the Division Superintendent and/or dependents, including, but not limited to, whole life insurance, term life insurance, split life insurance, disability insurance, or mortgage insurance

IRS tax-sheltered plans, such as 403 (b), 415 (c) or 457 (b) plans, for example

Dependent care, including educational expenses, and the securement thereof

Home security

College savings plans

Medical expenses

Dental expenses

Vision care expenses

Expenses associated with the operation of the Division Superintendent's automobile

In those years that District employees are granted a step and/or COLA increase in their salaries, the Division Superintendent's annual supplemental benefit payment shall be increased by the average employee's rate of increase, effective July 1st of every year that the Division Superintendent remains in the employ of the School Board under this Agreement.

V. Paragraph A. (2) of Section V, Benefits, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph A. (2) of Section V, Benefits:

V. BENEFITS

A. GENERAL ADMINISTRATIVE BENEFITS.

(2) In addition to any annual leave accrued by the Division Superintendent under Regulation 542.01-1, Annual Leave, the Division Superintendent shall continue to earn two days of additional annual leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional annual leave commencing July 1 of each fiscal year. At any time that this Agreement remains in effect, the Division Superintendent, if still in the service of the District, may convert up to an annual total of twenty-one (21) days of accrued annual leave to a cash-payout at the rate of 100 % of the Division Superintendent's per diem or hourly rate as of June 30th of the fiscal year during which the payout is made. In addition to any sick leave accrued by the Division Superintendent under Regulation 542.02-1, Sick Leave, the Division Superintendent shall continue to earn one day of additional sick leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional sick leave commencing July 1 of each fiscal year.

All remaining terms and conditions of Paragraph A of Section V, Benefits, remain in full force and effect.

VI. Paragraph B of Section V, Benefits, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraphs B of Section V, Benefits:

V. BENEFITS

B. LIFE INSURANCE

In addition to the basic life insurance provided by the District to all employees, the School Board shall purchase, through the Virginia Retirement System, optional term life insurance for the Division Superintendent, up to the \$750,000 limit of coverage, and optional term life insurance for the Division Superintendent's spouse and children in the maximum limits available under that insurance plan.

VII. Section VIII. Renewal of Agreement is deleted and replaced with the following italicized Section VIII. Renewal of Agreement:

VII. *RENEWAL OF AGREEMENT*

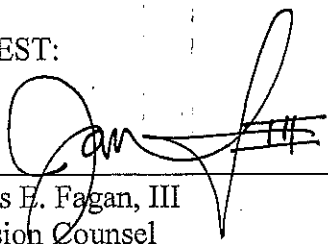
This Agreement may be renewed by the School Board and the Division Superintendent by mutual agreement in writing. On or before September 30, 2017, the Division Superintendent shall notify the School Board in writing of his intent with respect to the renewal of this Agreement and the term of any requested renewal. The School Board shall give notice to the Division Superintendent in writing on or before October 30, 2017, of its proposed intention to renew or to not renew this Agreement. Such communications shall be treated confidentially and shall be held in closed meeting, subject to the requirements of the Virginia Freedom of Information Act. Nothing contained herein shall prohibit a mutually agreed upon dissolution of this Agreement.

VIII. All other terms of the EMPLOYMENT AGREEMENT effective July 1, 2012, as amended effective July 1, 2013, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.

IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman in accordance with action by the School Board authorizing such execution on May 28, 2014, and the Division Superintendent has executed the five originals of this Agreement.

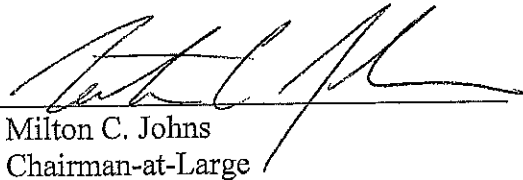
EXECUTED this 4th day of June, 2014.

ATTEST:

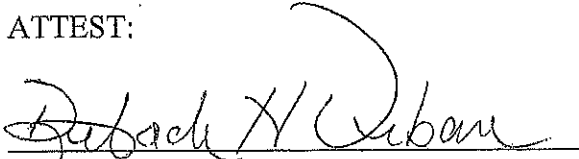

James E. Fagan, III
Division Counsel

Prince William County School Board

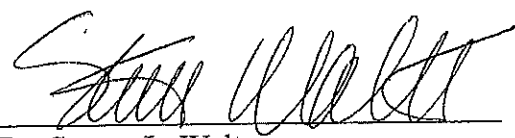
By:


Milton C. Johns
Chairman-at-Large
Prince William County School Board

ATTEST:


Deborah Urban
Clerk to the School Board

By:


Dr. Steven L. Walts
Division Superintendent

Attachment: Minutes of the May 28, 2014, Meeting of the Prince William County School Board

MINUTES
REGULAR MEETING OF THE PRINCE WILLIAM COUNTY SCHOOL BOARD
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Wednesday, May 28, 2014 (6:00 PM)

THE MEETING OF THE SCHOOL BOARD OF PRINCE WILLIAM COUNTY PUBLIC SCHOOLS, PRINCE WILLIAM COUNTY, VIRGINIA, WAS CALLED TO ORDER AT 14715 BRISTOW ROAD, MANASSAS, VA, BY Milton Johns

ROLL CALL

UPON THE ROLL BEING CALLED, THE FOLLOWING WERE PRESENT:
SUPERINTENDENT OF SCHOOLS, DR. STEVEN WALT; CLERK OF THE SCHOOL BOARD, DEBORAH H. URBAN; DIVISION COUNSEL, JAMES FAGAN

BOARD	Alyson Satterwhite
MEMBERS:	Betty Covington
	Gil Trenum
	Lillie Jessie
	Lisa Bell
	Loree Williams
	Michael Otaigbe
	Milton Johns

Closed Meeting Called to Order

Chairman Johns called the meeting to order at 6:15 p.m.

1. Approval of Closed Session Agenda

ORIGINAL - Motion

Member (**Gil Trenum**) Moved, Member (**Loree Williams**) seconded to approve the **ORIGINAL** motion 'That the Prince William County School Board approve the Closed Session agenda as recommended: Meeting Called to Order Approval of Closed Session Agenda Motion to Enter Closed Session Personnel Matters Superintendent's Annual Performance Evaluation and Action of Contract Amendment Closed Session Certification Adjourn Upon a roll call vote being taken, the vote was: Aye: **8** Nay: **0**. The motion **Carried. 8 - 0**

Alyson Satterwhite	Yes
Betty Covington	Yes
Gil Trenum	Yes
Lillie Jessie	Yes
Lisa Bell	Yes
Loree Williams	Yes
Michael Otaigbe	Yes
Milton Johns	Yes

Motion to Enter Closed Session

The Prince William County School Board adjourned to Closed Session at 6:16 p.m. and returned

Closed Session Certification

4. Closed Session Certification

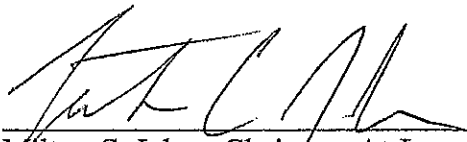
ORIGINAL - Motion

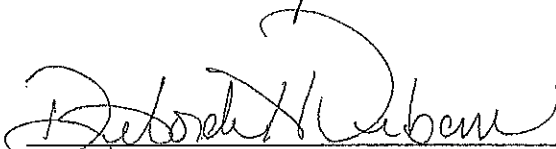
Member (**Gil Trenum**) Moved, Member (**Betty Covington**) seconded to approve the **ORIGINAL** motion 'That, pursuant to Virginia Code Section 2.2-3712, the Closed Session of the Prince William County School Board meeting of May 28, 2014 be certified by adopting the following resolution: NOW, THEREFORE, BE IT RESOLVED that the Prince William County School Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements were discussed in the closed meeting to which this certification resolution applies, and (2) only such public business matters as were identified in the motion convening the closed meeting were heard and discussed or considered by the School Board. Upon a roll call vote being taken, the vote was: Aye: **8** Nay: **0**. The motion **Carried. 8 - 0**

Alyson Satterwhite	Yes
Betty Covington	Yes
Gil Trenum	Yes
Lillie Jessie	Yes
Lisa Bell	Yes
Loree Williams	Yes
Michael Otaigbe	Yes
Milton Johns	Yes

Adjourn

There being nothing further to come before the Board, Chairman Johns declared the meeting adjourned at 10:18 p.m.


Milton C. Johns, Chairman At-Large


Deborah H. Urban, Clerk of the School Board

**2015 AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT EFFECTIVE JULY 1, 2012
AS AMENDED BY AGREEMENT EFFECTIVE JULY 1, 2013 and
AS AMENDED BY AGREEMENT EFFECTIVE JULY 1, 2014**

Between

DR. STEVEN L. WALTS

and

THE PRINCE WILLIAM COUNTY SCHOOL BOARD

This is to certify that the agreements made and entered into effective July 1, 2012, as amended by amendment and certification effective July 1, 2013, and as further amended by amendment and certification effective July 1, 2014 (collectively hereinafter referred to as the "**EMPLOYMENT AGREEMENT**"), by and between the Prince William County School Board (hereinafter referred to as the "School Board") and Dr. Steven L. Walts (hereinafter referred to as the "Division Superintendent"), were amended by action of the School Board at a public meeting held on May 27, 2015, in the Kelly Leadership Center, Manassas, Virginia as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the agreements and the amendments below as evidenced by his signature hereto; and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as the "District") to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to amend the EMPLOYMENT AGREEMENT;

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on May 27, 2015, hereby agree that the EMPLOYMENT AGREEMENT is amended effective July 1, 2015, as follows:

II. Paragraph A. of Section IV, Compensation, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph A. of Section IV, Compensation:

IV. COMPENSATION

A. SALARY.

The School Board shall pay the Division Superintendent an annual salary of \$298,065 (Two hundred ninety eight thousand sixty-five Dollars), payable on a semi-monthly basis, commencing July 1, 2015, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. This salary increase is the same average percentage increase approved for all Division employees for 2015-16. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division

Superintendent be paid less than \$298,065. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that that termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

All remaining terms and conditions of Paragraph B. of Section IV, Compensation, remain in full force and effect.

IV. Paragraph D. of Section IV, Compensation, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph D. of Section IV, Compensation:

IV. COMPENSATION

D. SUPPLEMENTAL BENEFIT.

As a Supplemental Benefit, the School Board agrees effective July 1, 2015, to pay the Division Superintendent up to the amount of \$29,036 (Twenty-nine thousand thirty-six Dollars) annually for expenses not otherwise provided for in the Agreement, or in addition to those provided for in the Agreement, and incurred by the Division Superintendent during the term of the Agreement for any of the following:

Health care and health maintenance reimbursement

Prescription drugs and health care expenses

Insurance for the Division Superintendent and/or dependents, including, but not limited to, whole life insurance, term life insurance, split life insurance, disability insurance, or mortgage insurance

IRS tax-sheltered plans, such as 403 (b), 415 (c), or 457 (b) plans, for example

Dependent care, including educational expenses, and the securement thereof

Home security

College savings plans

Medical expenses

Dental expenses

Vision care expenses

Expenses associated with the operation of the Division Superintendent's automobile

In those years that District employees are granted a step and/or COLA increase in their salaries, the Division Superintendent's annual supplemental benefit payment shall be increased

by the average employee's rate of increase, effective July 1 of every year that the Division Superintendent remains in the employ of the School Board under this Agreement.

V. Paragraph A. (2) of Section V, Benefits, of the EMPLOYMENT AGREEMENT is deleted and replaced with the following italicized Paragraph A. (2) of Section V, Benefits:

V. BENEFITS

A. GENERAL ADMINISTRATIVE BENEFITS.

(2) In addition to any annual leave accrued by the Division Superintendent under Regulation 542.01-1, Annual Leave, the Division Superintendent shall continue to earn two days of additional annual leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional annual leave commencing July 1 of each fiscal year. At any time that this Agreement remains in effect, the Division Superintendent, if still in the service of the District, may convert up to an annual total of twenty-three (23) days of accrued annual leave to a cash-payout at the rate of 100 % of the Division Superintendent's per diem or hourly rate as of June 30 of the fiscal year during which the payout is made. In addition to any sick leave accrued by the Division Superintendent under Regulation 542.02-1, Sick Leave, the Division Superintendent shall continue to earn one day of additional sick leave for each fiscal year served during the term of this Agreement, with the accrual date of such additional sick leave commencing July 1 of each fiscal year.

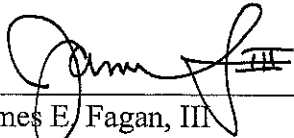
All remaining terms and conditions of Paragraph A of Section V, Benefits, remain in full force and effect.

VIII. All other terms of the EMPLOYMENT AGREEMENT effective July 1, 2012, as amended effective July 1, 2013, and as further amended effective July 1, 2014, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.

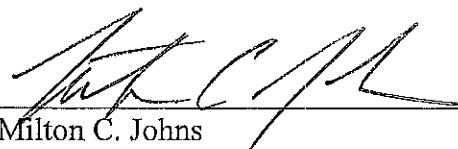
IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman in accordance with action by the School Board authorizing such execution on May 27, 2015, and the Division Superintendent has executed the five originals of this Agreement.

EXECUTED this 17th day of June, 2015.


ATTEST:

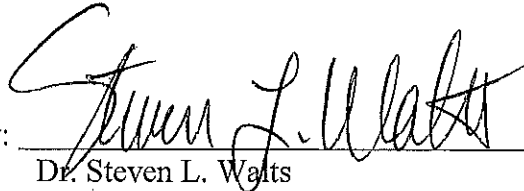

James E. Fagan, III
Division Counsel

Prince William County School Board

By: 
Milton C. Johns
Chairman-at-Large
Prince William County School Board

ATTEST:


Deborah Urban
Clerk to the School Board

By: 
Dr. Steven L. Walts
Division Superintendent

Attachment: Minutes of the May 27, 2015, Meeting of the Prince William County School Board

MINUTES
SPECIAL MEETING OF THE PRINCE WILLIAM COUNTY
SCHOOL BOARD
SUPERINTENDENT'S EVALUATION
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Wednesday, May 27, 2015
Generated by Deborah H. Urban on Thursday, May 28, 2015

BOARD MEMBERS PRESENT:

Milton Johns, Lisa Bell, Betty Covington, Lillie Jessie, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

ALSO PRESENT:

Superintendent of Schools, Dr. Steven Walts; Clerk of the School Board, Deborah Urban; Executive Secretary, B Simpson; Division Counsel, James Fagan

Meeting called to order at 6:07 p.m.

1. Closed Meeting Called to Order

Procedural: 1.01 Call to Order - Chairman, Mr. Milton C. Johns

Action: 1.02 Approval of Closed Session Agenda

RECOMMENDATION: That the Prince William County School Board approve the Closed Session agenda as recommended:

Meeting Called to Order

Approval of Closed Session Agenda

Motion to Enter Closed Session

Personnel Matters

Superintendent's Annual Performance Evaluation and Action of Contract Amendment

Closed Session Certification

Adjourn

Motion by Alyson Satterwhite, second by Betty Covington.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

2. Motion to Enter Closed Session

Action: 2.01 Closed Session Motion

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3711, the Prince William County School Board enter Closed Session for the following reasons:

(1) To discuss the performance, evaluate, and consider amending the Superintendent's contract of employment under Sections 2.2-3711 (A) (1) and (7).

Motion by Alyson Satterwhite, second by Lisa Bell.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

The Prince William County School Board adjourned to Closed Session at 6:08 p.m. and returned to Open Session at 10:50 p.m.

3. Reconvene Open Session

4. Closed Session Action Items

Action: 4.01 Superintendent's Annual Performance Evaluation and Action of Contract Amendment

RECOMMENDATION: That, based upon the Superintendent's annual evaluation, the Prince William County School Board, approve an amendment of the Superintendent's contract of employment; and that the School Board authorize Division Counsel to draft such amendment upon the terms directed by the majority of the Board; and further that the Chairman be authorized to enter into such amendment on behalf of the School Board.

Motion by Milton Johns, second by Loree Williams.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

5. Closed Session Certification

Action: 5.01 Closed Session Certification

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3712, the Closed Session of the Prince William County School Board meeting of May 27, 2015 be certified by adopting the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Prince William County School Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements were discussed in the closed meeting to which this certification resolution applies, and (2) only such public business matters as were identified in the motion convening the closed meeting were heard and discussed or considered by the School Board.

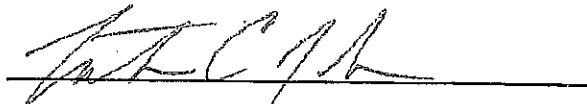
Motion by Alyson Satterwhite, second by Lillie Jessie.

Final Resolution: Motion Passed

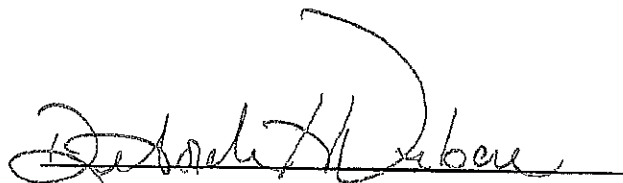
Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

6. Adjourn

There being nothing further to come before the Board, Chairman Johns declared the School Board meeting adjourned at 10:55 p.m.



Milton C. Johns, Chairman At-Large



Deborah H. Urban, Clerk of the School Board

MINUTES
SPECIAL MEETING OF THE PRINCE WILLIAM COUNTY
SCHOOL BOARD
SUPERINTENDENT'S EVALUATION
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Wednesday, May 27, 2015
Generated by Deborah H. Urban on Thursday, May 28, 2015

BOARD MEMBERS PRESENT:

Milton Johns, Lisa Bell, Betty Covington, Lillie Jessie, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

ALSO PRESENT:

Superintendent of Schools, Dr. Steven Walts; Clerk of the School Board, Deborah Urban; Executive Secretary, B Simpson; Division Counsel, James Fagan

Meeting called to order at 6:07 p.m.

1. Closed Meeting Called to Order

Procedural: 1.01 Call to Order - Chairman, Mr. Milton C. Johns

Action: 1.02 Approval of Closed Session Agenda

RECOMMENDATION: That the Prince William County School Board approve the Closed Session agenda as recommended:

Meeting Called to Order

Approval of Closed Session Agenda

Motion to Enter Closed Session

Personnel Matters

Superintendent's Annual Performance Evaluation and Action of Contract Amendment

Closed Session Certification

Adjourn

Motion by Alyson Satterwhite, second by Betty Covington.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

2. Motion to Enter Closed Session

Action: 2.01 Closed Session Motion

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3711, the Prince William County School Board enter Closed Session for the following reasons:

(1) To discuss the performance, evaluate, and consider amending the Superintendent's contract of employment under Sections 2.2-3711 (A) (1) and (7).

Motion by Alyson Satterwhite, second by Lisa Bell.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

The Prince William County School Board adjourned to Closed Session at 6:08 p.m. and returned to Open Session at 10:50 p.m.

3. Reconvene Open Session

4. Closed Session Action Items

Action: 4.01 Superintendent's Annual Performance Evaluation and Action of Contract Amendment

RECOMMENDATION: That, based upon the Superintendent's annual evaluation, the Prince William County School Board, approve an amendment of the Superintendent's contract of employment; and that the School Board authorize Division Counsel to draft such amendment upon the terms directed by the majority of the Board; and further that the Chairman be authorized to enter into such amendment on behalf of the School Board.

Motion by Milton Johns, second by Loree Williams.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

5. Closed Session Certification

Action: 5.01 Closed Session Certification

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3712, the Closed Session of the Prince William County School Board meeting of May 27, 2015 be certified by adopting the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Prince William County School Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements were discussed in the closed meeting to which this certification resolution applies, and (2) only such public business matters as were identified in the motion convening the closed meeting were heard and discussed or considered by the School Board.

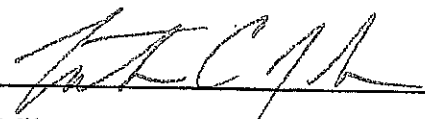
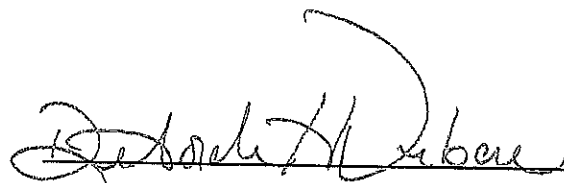
Motion by Alyson Satterwhite, second by Lillie Jessie.

Final Resolution: Motion Passed

Yes: Lisa Bell, Betty Covington, Lillie Jessie, Milton Johns, Michael Otaigbe, Alyson Satterwhite, Gil Trenum, Loree Williams

6. Adjourn

There being nothing further to come before the Board, Chairman Johns declared the School Board meeting adjourned at 10:55 p.m.


Milton C. Johns, Chairman At-Large
Deborah H. Urban, Clerk of the School Board

**2016 AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT EFFECTIVE JULY 1, 2012
AS AMENDED BY AGREEMENTS EFFECTIVE
JULY 1, 2013, JULY 1, 2014, AND JULY 1, 2015**

Between

**DR. STEVEN L. WALTS
and
THE PRINCE WILLIAM COUNTY SCHOOL BOARD**

This is to certify that the Agreements made and entered into effect July 1, 2012, as amended by amendment and certification effective July 1, 2013, as further amended by amendment and certification effective July 1, 2014, and as further amended by amendment and certification effective July 1, 2015 (collectively hereinafter referred to as the "**EMPLOYMENT AGREEMENT**"), by and between the Prince William County School Board (hereinafter referred to as "the School Board") and Dr. Steven L. Walts (hereinafter referred to as "the Division Superintendent"), were amended by action of the School Board at a public meeting held on May 25, 2016, in the Kelly Leadership Center, Manassas, Virginia, as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the agreements and the amendments below as evidenced by his signature hereto; and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as "the District") to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to further amend the **EMPLOYMENT AGREEMENT**;

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on May 25, 2016, hereby agree that the **EMPLOYMENT AGREEMENT** is amended effective July 1, 2016, as follows:

- I. Section I, Employment and Term, of the **EMPLOYMENT AGREEMENT** is deleted and replaced with the following italicized Section I, Employment and Term:

I. EMPLOYMENT AND TERM

The School Board agrees to employ the Division Superintendent and the Division Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a term commencing July 1, 2016 and ending June 30, 2019.

The Board may, by specific action and with the consent of the Division Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II. Paragraph A. of Section IV, Compensation, of the **EMPLOYMENT AGREEMENT** is deleted and replaced with the following italicized Paragraph A. of Section IV, Compensation:

IV. COMPENSATION

A. SALARY.

The School Board shall pay the Division Superintendent an annual salary of \$307,007.00 (Three hundred seven thousand, seven Dollars), payable on a semi-monthly basis, commencing July 1, 2016, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division Superintendent be paid less than \$307,007.00. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that the termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

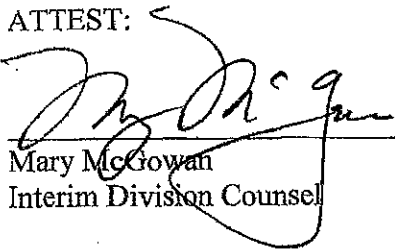
All remaining terms and conditions of Section IV, Compensation, remain in full force and effect.

III. All other terms of the **EMPLOYMENT AGREEMENT** effective July 1, 2012, as amended effective July 1, 2013, as further amended effective July 1, 2014, and as further amended effective July 1, 2015, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.

IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman in accordance with action by the School Board authorizing such execution on May 25, 2016, and the Division Superintendent has executed the five originals of this Agreement.

EXECUTED this 1st day of June, 2016.

ATTEST:

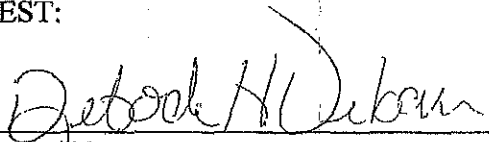

Mary McGowan
Interim Division Counsel

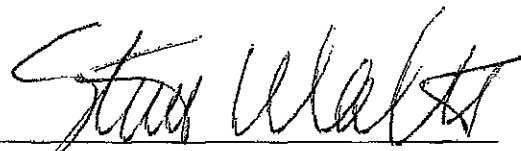
Prince William County School Board

By: 

Ryan Sawyers
Chairman
Prince William County School Board

ATTEST:


Deborah Urban
Clerk to the School Board

By: 
Dr. Steven L. Walts
Division Superintendent

Attachment: Minutes of the May 25, 2016 Meeting of the Prince William County
School Board

MINUTES
SPECIAL MEETING OF THE PRINCE WILLIAM COUNTY
SCHOOL BOARD
SUPERINTENDENT'S EVALUATION
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Wednesday, May 25, 2016
Generated by Deborah H. Urban on Thursday, May 26, 2016

BOARD MEMBERS PRESENT:

Ryan Sawyers, William Deutsch, Lillie Jessie, Diane Raulston, Alyson Satterwhite, Gil Trenum, Justin Wilk, Loree Williams

ALSO PRESENT:

Superintendent of Schools, Dr. Steven Walts; Clerk of the School Board, Deborah Urban; Deputy Clerk, B Simpson; Interim Legal Counsel, Mary McGowan

Meeting called to order at 6:17 p.m.

1. Closed Meeting Called to Order

Procedural: 1.01 Call to Order - Chairman, Mr. Ryan Sawyers

Action: 1.02 Approval of Closed Session Agenda

RECOMMENDATION: That the Prince William County School Board approve the Closed Session agenda as recommended.

Meeting Called to Order

Approval of Closed Session Agenda

Motion to Enter Closed Session

Personnel Matters

Superintendent's Annual Performance Evaluation and Action of Contract Amendment

Closed Session Certification

Adjourn

Motion by Lillie Jessie, second by Diane Raulston.

Final Resolution: Motion Passed

Yes: Justin Wilk, Diane Raulston, William Deutsch, Ryan Sawyers, Lillie Jessie, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

2. Motion to Enter Closed Session

Action: 2.01 Motion to Enter Closed Session

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3711, the Prince William County School Board enter Closed Session for the following reasons:

(1) To discuss the performance, evaluate, and consider amending the Superintendent's contract of employment under Sections 2.2-3711 (A) (1) and (7).

Motion by Lillie Jessie, second by Alyson Satterwhite.

Final Resolution: Motion Passed

Yes: Justin Wilk, Diane Raulston, William Deutsch, Ryan Sawyers, Lillie Jessie, Alyson Satterwhite, Gil Trenum

Not Present at Vote: Loree Williams

3. Reconvene Open Session

The Prince William County School Board adjourned to Closed Session at 6:19 p.m. and returned to Open Session at 11:50 p.m.

4. Closed Session Action Items

Action: 4.01 Superintendent's Annual Performance Evaluation and Action of Contract Amendment

RECOMMENDATION: That, based upon the Superintendent's annual evaluation, the Prince William County School Board approve an amendment of the Superintendent's contract of employment; and that the School Board authorize Division Counsel to draft such amendment upon the terms directed by the Board; and further that the Chairman be authorized to enter into such amendment on behalf of the School Board.

Motion by Lillie Jessie, second by Loree Williams.

Final Resolution: Motion Passed

Yes: Justin Wilk, Diane Raulston, William Deutsch, Ryan Sawyers, Lillie Jessie, Alyson Satterwhite, Gil Trenum, Loree Williams

5. Closed Session Certification

Action: 5.01 Closed Session Certification

RECOMMENDATION: That, pursuant to Virginia Code Section 2.2-3712, the Closed Session of the Prince William County School Board meeting of May 25, 2016 be certified by adopting the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Prince William County School Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements were discussed in the closed meeting to which this certification resolution applies, and (2) only such public business matters as were identified in

the motion convening the closed meeting were heard and discussed or considered by the School Board.

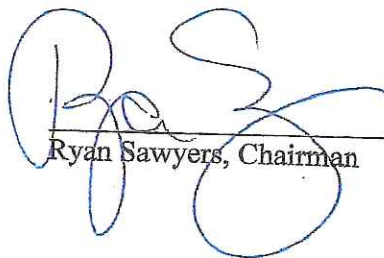
Motion by Loree Williams, second by Diane Raulston.

Final Resolution: Motion Passed

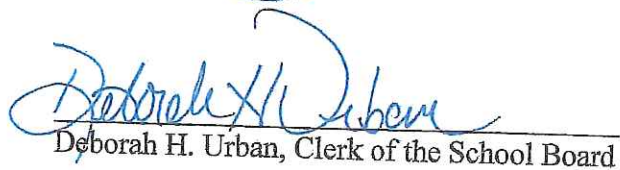
Yes: Justin Wilk, Diane Raulston, William Deutsch, Ryan Sawyers, Lillie Jessie, Alyson Satterwhite, Gil Trenum, Loree Williams

6. Adjourn

There being nothing further to come before the Board, Chairman Sawyers declared the School Board meeting adjourned 11:52 p.m.



Ryan Sawyers, Chairman



Deborah H. Urban, Clerk of the School Board

**2017 AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT EFFECTIVE JULY 1, 2012
AS AMENDED BY AGREEMENTS EFFECTIVE
JULY 1, 2013, JULY 1, 2014, JULY 1, 2015, AND JULY 1, 2016**

Between

DR. STEVEN L. WALTS

and

THE PRINCE WILLIAM COUNTY SCHOOL BOARD

This is to certify that the Agreements made and entered into effective July 1, 2012, as amended by Amendment and Certification effective July 1, 2013, as further amended by Amendment and Certification effective July 1, 2014, as further amended by Amendment and Certification effective July 1, 2015, and as further amended by Amendment and Certification effective July 1, 2016 (collectively hereinafter referred to as the “**EMPLOYMENT AGREEMENT**”), by and between the Prince William County School Board (hereinafter referred to as “the School Board”) and Dr. Steven L. Walts (hereinafter referred to as “the Division Superintendent”), were amended by action of the School Board at a public meeting held on May 24, 2017, in the Kelly Leadership Center, Manassas, Virginia, as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the agreements and the amendments below as evidenced by his signature hereto; and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as “the District”) to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to further amend the **EMPLOYMENT AGREEMENT**;

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on May 24, 2017, hereby agree that the **EMPLOYMENT AGREEMENT** is amended effective July 1, 2017, as follows:

- I. Section I, Employment and Term, of the **EMPLOYMENT AGREEMENT** is deleted and replaced with the following italicized Section I, Employment and Term:

I. EMPLOYMENT AND TERM

The School Board agrees to employ the Division Superintendent and the Division Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a term commencing July 1, 2017 and ending June 30, 2021.

The Board may, by specific action and with the consent of the Division Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II. Paragraph A, Salary, of Section IV, Compensation, of the **EMPLOYMENT AGREEMENT**, is deleted and replaced with the following italicized Paragraph A, Salary, of Section IV, Compensation:

IV. COMPENSATION

A. SALARY.

Effective July 1, 2017, the School Board shall provide the Division Superintendent with a 2.8% salary increase, the average raise of other District employees for the 2016-17 school year. Accordingly, the School Board shall pay the Division Superintendent an annual salary of \$315,603.20 (Three hundred fifteen thousand, six hundred and three Dollars and twenty Cents), payable on a semi-monthly basis, commencing July 1, 2017, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, but in no event shall the Division Superintendent be paid less than \$315,603.20. Any such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that the termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

III. Paragraph D, Supplemental Benefit, of Section IV, Compensation, of the **EMPLOYMENT AGREEMENT**, is amended to add "housing expenses" to those expenses incurred by the Division Superintendent for which the School Board shall reimburse the Division Superintendent up to the annual amount of the Supplemental Benefit otherwise provided for in Paragraph D of Section IV, Compensation.

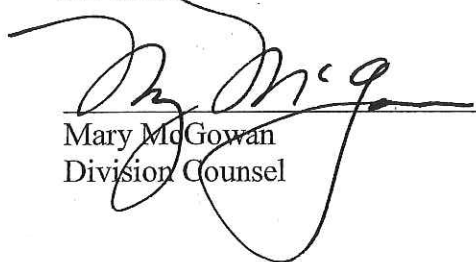
IV. All remaining terms and conditions of Section IV, Compensation, remain in full force and effect.

V. All other terms of the **EMPLOYMENT AGREEMENT** effective July 1, 2012, as amended effective July 1, 2013, as further amended effective July 1, 2014, as further amended effective July 1, 2015, and as further amended effective July 1, 2016, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.

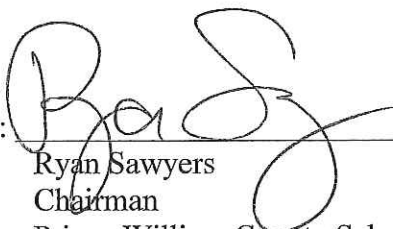
IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman, in accordance with action by the School Board authorizing such execution on May 24, 2017, and the Division Superintendent has executed the five originals of this Agreement.

EXECUTED this 31st day of May, 2017.

ATTEST:




Mary McGowan
Division Counsel


By: 

Ryan Sawyers
Chairman
Prince William County School Board

ATTEST:



Deborah Urban
Clerk to the School Board

By: 

Steven L. Walts
Superintendent of Schools

Attachment: Minutes of the May 24, 2017 Meeting of the Prince William County School Board

**2018 AMENDMENT AND CERTIFICATION TO
EMPLOYMENT AGREEMENT EFFECTIVE JULY 1, 2012
AS AMENDED BY AGREEMENTS EFFECTIVE
JULY 1, 2013, JULY 1, 2014, JULY 1, 2015, JULY 1, 2016, AND JULY 1, 2017**

Between

**DR. STEVEN L. WALTS
and
THE PRINCE WILLIAM COUNTY SCHOOL BOARD**

This is to certify that the Agreements made and entered into effective July 1, 2012, as subsequently amended by Amendments and Certifications effective July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016, and July 1, 2017 (collectively hereinafter referred to as the “**EMPLOYMENT AGREEMENT**”), by and between the Prince William County School Board (hereinafter referred to as “the School Board”) and Dr. Steven L. Walts (hereinafter referred to as “the Division Superintendent”), were further amended by action of the School Board at a public meeting held on June 20, 2018, in the Kelly Leadership Center, Manassas, Virginia, as reflected in the minutes of that meeting attached hereto. The Division Superintendent consents to the agreements and the amendments below as evidenced by his signature hereto; and

WHEREAS, in order to recognize the contributions of the Division Superintendent to the Prince William County Schools (hereinafter referred to as “the District”) to date, and in order to further enhance administrative stability and continuity within the District, it is the decision of the School Board to further amend the **EMPLOYMENT AGREEMENT**;

NOW THEREFORE, the School Board and the Division Superintendent, for the consideration herein specified, and as authorized by the vote of the School Board made in public session on June 20, 2018, hereby agree that the **EMPLOYMENT AGREEMENT** is amended effective July 1, 2018, as follows:

I. Paragraph A, Salary, of Section IV, Compensation, of the **EMPLOYMENT AGREEMENT**, is deleted and replaced with the following italicized Paragraph A, Salary, of Section IV, Compensation:

IV. COMPENSATION

A. SALARY.

Effective July 1, 2017, the School Board agreed to pay the Division Superintendent an annual salary of \$315,603.20 (Three hundred fifteen thousand, six hundred three Dollars and twenty Cents), payable on a semi-monthly basis, commencing July 1, 2017, and continuing thereafter during the term of this Agreement, unless in accordance with this paragraph, the annual salary is later increased. The annual salary of the Division Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this

Agreement, but in no event shall the Division Superintendent be paid less than \$315,603.20 or any increased amount calculated and payable under subsection E of Section IV of this EMPLOYMENT AGREEMENT as a Cost of Living Increase. Any other adjustment in salary other than that made under subsection E, Cost of Living Increase, which is made during the life of this EMPLOYMENT AGREEMENT shall be set by the School Board after the Division Superintendent's annual performance evaluation and shall be in the form of an Amendment and become part and parcel of this Agreement, but it shall not be deemed that the School Board and Division Superintendent have entered into a new Agreement, nor that the termination date of the existing Agreement has been extended, unless expressly provided by subsequent Amendment or new Agreement.

III. Section IV, Compensation, of the **EMPLOYMENT AGREEMENT**, is further amended to add the following italicized Paragraph E, Cost of Living Increases:

E. COST OF LIVING INCREASES

Unless otherwise determined by the School Board by majority vote, effective July 1, 2019, and each July 1 thereafter for the duration of the EMPLOYMENT AGREEMENT, the School Board shall afford the Division Superintendent a cost of living increase equivalent to the average total increase budgeted and paid to other employees of the School Board for that year. For each year thereafter, the new salary for the Division Superintendent shall be calculated by increasing his current salary by such average total increase for that fiscal year.

IV. All remaining terms and conditions of Section IV, Compensation, remain in full force and effect.

V. All other terms of the **EMPLOYMENT AGREEMENT** effective July 1, 2012, as amended effective July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016 and July 1, 2017, remain unchanged and continue in full force and effect, as modified only by this Amendment and Certification.

IN WITNESS WHEREOF, the Prince William County School Board has caused five originals of this Amendment and Certification to be executed on its behalf by its Chairman, in accordance with action by the School Board authorizing such execution on June 20, 2018, and the Division Superintendent has executed the five originals of this Agreement.

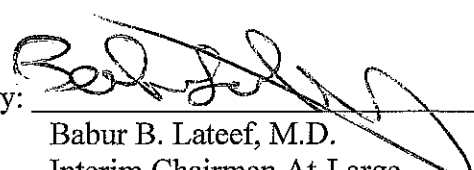
EXECUTED this 18 day of June, 2018.

ATTEST:



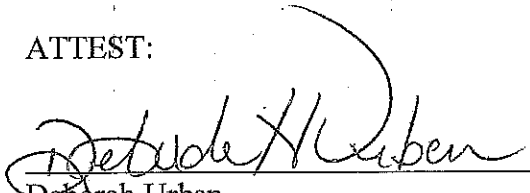
Mary McGowan
Division Counsel

By:




Babur B. Lateef, M.D.
Interim Chairman At-Large
Prince William County School Board

ATTEST:



Deborah Urban
Clerk to the School Board


By: _____
Steven L. Walts
Superintendent of Schools

Attachment: Minutes of the June 20, 2018 Meeting of the Prince William County
School Board