

EMPLOYMENT AGREEMENT OF JULY 1, 2021
between
LATANYA D. MCDADE
and
THE PRINCE WILLIAM COUNTY SCHOOL BOARD

THIS EMPLOYMENT AGREEMENT (the "Agreement"), effective July 1, 2021, is made and entered into by and between the Prince William County School Board (hereinafter referred to as "the School Board") and LaTanya D. McDade (hereinafter referred to as "the Superintendent"), by action of the School Board at a public meeting held on March 24, 2021, as reflected in the minutes of that meeting attached hereto.

WHEREAS, the School Board and the Superintendent agree that a written Agreement is necessary to describe specifically their relationship and to serve as the basis for 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 Division").

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

I. TERM OF AGREEMENT

The School Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment, subject to the terms and conditions contained herein, for a four-year term commencing July 1, 2021 and ending June 30, 2025.

The Board may, by specific action and with the consent of the 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 SUPERINTENDENT

A. PROFESSIONAL CERTIFICATION.

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

III. DUTIES AND RESPONSIBILITIES

A. The Superintendent shall perform such duties as are specified by the School Board and such other duties as are reasonably necessary to attain the goals and objectives of

the School Board, and all other duties which are prescribed and permitted by law, by the regulations of the State Board of Education, and by the policies, regulations and legal directives of the School Board.

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

C. The duties of the Superintendent shall include the responsibility and authority to recommend the hiring of, and to organize, reorganize, direct, assign, and transfer the teachers, administrative and supervisory staff, and other employees of the Division, so as to best serve the educational mission and students of the Division, subject to the approval of the School Board as provided by law and by relevant School Board policies. However, the School Board shall be directly involved in the hiring process and solely responsible, with the input of the Superintendent, for appointment of the Division Counsel, the PWCS Ombudsman and the Internal Auditor. The administration of instruction and business affairs shall be lodged with the Superintendent and shall be administered by her with the assistance of the administrative staff. The 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 Division.

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

E. The Superintendent shall devote her time, skill, labor and attention to her duties, provided however, that the Superintendent may undertake various professional duties and obligations, including writing, lecturing, and speaking engagements, subject to the approval of the School Board and subsection (F) of Section VII of this Agreement, *Professional Leave*. However, no such outside activities shall conflict with School Board meetings or the responsibilities of the Superintendent under this Agreement. Such activities which require the Superintendent to be absent from the Division for more than three (3) consecutive working days shall be subject to the express prior approval of the School Board Chairman At-Large. The Superintendent may at her 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 Superintendent in connection with these activities shall be transferred to the Division. If the Superintendent chooses to use annual or vacation leave to perform such outside activities, she 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 Superintendent shall be deemed vacant upon the Superintendent engaging in any other business or employment without such prior approval of the School Board.

F. The School Board encourages, subject to budget limitations, the continuing professional growth of the Superintendent through her 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 Superintendent to perform her professional responsibilities for the Division; and
- (4) Professional organizations and partnerships with the Division.

The Division shall permit a reasonable amount of release time for the 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 Division budget adopted by the School Board. The Superintendent may attend such professional meetings and participate in the activities of such programs and organizations within the continental United States and shall provide the School Board Chairman At-Large with prior notice when such activities will require her to be absent from the Division for three or more consecutive working days.

IV. SCHOOL BOARD AND SUPERINTENDENT WORKING RELATIONSHIP

A. Within 90 days of execution of this Agreement, the School Board and the Superintendent shall meet to discuss and agree upon the process and procedures under which they will develop a collaborative working relationship in the best interests of the Division. Any such agreed upon process and procedures shall be incorporated in a School Board policy, reviewed annually by the School Board and the Superintendent and modified as needed, either during those meetings set aside for the evaluation and goal-setting of the Superintendent or at such other time as shall be mutually agreed upon.

B. The School Board and its members shall refrain from individual interference with the administration of the schools and with individual employee or student matters, and/or the implementation of School Board policies, regulations and procedures, except through formal School Board action, without the consent of the Superintendent, except that in the event of the Superintendent's disability, duties may be assigned to others for the duration of the period of disability.

C. 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 Superintendent for investigation, review, and recommendation. The Superintendent shall keep the School Board informed of the outcome of such matters. The Superintendent shall fully and completely inform the School Board in a timely manner of any and all information that is relevant to the functioning of the School Board.

D. The Superintendent shall have the right to attend all School Board meetings, unless the School Board is meeting to discuss the performance or contract of the Superintendent or the selection of a new Superintendent, and the Superintendent agrees to recuse herself or is excused by School Board action in accordance with Virginia Code § 22.1-69. The Superintendent shall have the right to attend all School Board citizen committee and task force meetings, serving as an *ex officio* member of such committees and task forces. The Superintendent shall provide administrative recommendations on each item of business considered by the School Board, except for meetings or those portions of meetings discussing or taking action on the selection of a new superintendent, closed session meetings regarding the performance, salary, benefits, or contract of the Superintendent, and those meetings or portions of meetings involving employee grievances or other matters which the Superintendent is precluded from attending by law.

V. COMPENSATION

A. SALARY.

The School Board shall pay the Superintendent an annual base salary of Three Hundred and Ten Thousand Dollars (\$310,000), payable on a semi-monthly basis, commencing July 1, 2021, 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 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 Superintendent be paid less than Three Hundred Ten Thousand Dollars (\$310,000) or any increased amount calculated and payable under subsection (B) of Section V of this Agreement as an automatic annual salary increase. Any other such adjustment or increase in salary made during the life of this Agreement shall be set by the School Board after the 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 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. AUTOMATIC ANNUAL SALARY INCREASE.

Effective July 1, 2022, and each July 1 thereafter for the duration of this Agreement, the School Board shall afford the Superintendent an automatic salary 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 Superintendent shall be calculated by increasing her current salary by such average total increase budgeted and paid to other employees of the School Board for that fiscal year.

VI. PURCHASE AND CONTRIBUTIONS TO RETIREMENT SERVICE

The School Board further agrees to the following:

A. PURCHASE OF VRS PRIOR SERVICE.

The School Board agrees to initiate the purchase on behalf of the Superintendent,

immediately upon commencement of her employment on July 1, 2021, of four years of prior service through the Virginia Retirement System ("VRS"), as provided by Virginia Code § 51.1-142.2. In the event that the Superintendent resigns or otherwise terminates this Agreement prior to June 30, 2025, is discharged for sufficient cause by the School Board or the Agreement is terminated by mutual agreement prior to June 30, 2025, the Superintendent agrees to reimburse the School Board for the total cost of any years of retirement service actually purchased on behalf of the Superintendent, prorated for the balance of the unfulfilled days of the Agreement, calculated by multiplying the full amount of the cost of those years purchased by the percentage of the contract years worked prior to the Superintendent's separation.

B. REGULAR RETIREMENT CONTRIBUTIONS. The School Board will pay the employer share of costs for the Superintendent's regular retirement contributions issued through VRS. The Superintendent will, as required by statute, be responsible for the regular employee contributions to VRS.

C. CONTRIBUTIONS TO SUPPLEMENTAL RETIREMENT ACCOUNTS.

(1) In addition to regular VRS retirement contributions as set forth above in subsection (B) of Section VI of this Agreement, the School Board will contribute an amount equal to 13 % of the Superintendent's base salary (as defined in subsection (A) of Section V of this Agreement) for each year of this Agreement to any tax-sheltered retirement plans or accounts offered through the Division, as designated by the Superintendent, with such sum to be paid, in its entirety, within fourteen days (14) after the end of the fiscal year just ended, with the first such payment to be made as of July 1, 2022, and the last as of July 1, 2025, provided that the Superintendent remains in the School Board's employ at the time such payment is due.

(2) 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 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 Superintendent may direct the payment of such supplemental retirement contributions to the accounts of her choice; however, all such contributions shall be made through payroll deductions to the extent permitted by law.

D. DEATH OF THE SUPERINTENDENT.

In the event that the Superintendent dies while still employed by the School Board under this Agreement, no reimbursement of the School Board's prior purchase of retirement service nor prior contributions to the Superintendent's supplemental retirement accounts shall be required of the Superintendent's heirs or beneficiaries. However, the death of the Superintendent shall terminate the School Board's obligation to make any further contributions to the Superintendent's supplemental retirement accounts or to pay the value of any such unpaid

contributions to the estate, beneficiaries or heirs of the Superintendent.

VII. GENERAL ADMINISTRATIVE BENEFITS

Except as modified by this Agreement, the 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 as provided by School Board policy and regulation, with the exception of contributions to a retirement account or plan (which are set forth above in subsections (B) and (C) of Section VI of this Agreement).

A. HEALTH INSURANCE.

The School Board will pay both the employer and employee annual premiums for the Superintendent and her spouse and eligible children for any medical, dental, or vision plan offered by PWCS, which insurance shall be selected by the Superintendent from that insurance offered to other full time employees of the School Board, provided that the Superintendent remains in the employ of the School Board at the time such premium is due.

B. LIFE INSURANCE.

In addition to the basic life insurance provided by the Division to all employees, the School Board shall purchase, through VRS, optional life term insurance for the Superintendent, her spouse and eligible children, up to the applicable limits of coverage. The Division will pay the premiums for this insurance provided that the Superintendent remains in the employ of the School Board at the time such premium is due.

C. SUPPLEMENTAL DISABILITY INSURANCE.

In addition to the disability insurance provided by the Division to all employees, the School Board shall purchase supplemental disability income insurance for the Superintendent through the Division's insurer, and shall pay the annual premium for such insurance each year, provided that the Superintendent remains in the employ of the School Board at the time such premium is due.

D. ANNUAL LEAVE.

In addition to any annual leave accrued by the Superintendent under Regulation 542-1, *Annual Leave*, the Superintendent shall earn one day of additional annual leave for each fiscal year served during the course 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 Superintendent, if still in the service of the Division, may convert up to an annual total of ten (10) days of accrued annual leave to a cash payout at the rate of 100% of the Superintendent's per diem as of June 30 of the fiscal year during which the payout is made.

E. SICK LEAVE.

In addition to any sick leave accrued by the Superintendent under Regulation 542-2, *Sick Leave*, the Superintendent shall 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.

F. PROFESSIONAL LEAVE.

The Superintendent may use up to seven days annually in any year of the Agreement for the purpose of speaking engagements, lecturing or other professional duties and obligations that would enhance the position of Superintendent of the Prince William County Public Schools. The Superintendent may not use professional leave for work or appearances for which she receives compensation beyond reimbursement for actual expenses for related travel and lodging. The Superintendent shall not take professional leave for more than three (3) consecutive working days without prior approval of the School Board Chairman At-Large. Unused professional leave will not carry over from year to year and the Superintendent will not be reimbursed for any unused professional leave on either an annual basis or at the time of separation from employment by the School Board.

G. PAY OUT OF ANNUAL AND SICK LEAVE ON SEPARATION.

At the conclusion of her employment with the Division, provided that she is eligible, the Superintendent shall be permitted to convert any unused annual and sick leave as provided in Regulation 545-1, *Benefits at Separation*, except that the Superintendent shall be allowed to accumulate a maximum of 50 days of annual leave, and the separation pay formula for sick leave shall be compensated at 35% of the Superintendent's *per diem* at the time of separation. The Superintendent shall not be eligible to convert any accrued unused annual or sick leave if she is convicted of any felony or any misdemeanor as set forth in Virginia Code § 22.1-296.1 (or an equivalent offense in another state). In the event the Superintendent is charged with such an offense, the value of any unused accrued leave shall be placed in escrow. Upon acquittal or dismissal of such charge, the Superintendent shall be paid the value of her unused accrued leave. If the Superintendent is convicted or pleads guilty to any such charge, she will forfeit her entitlement to convert any accrued unused leave.

H. AUTOMOBILE ENTITLEMENT OR ALLOWANCE.

The School Board shall pay the Superintendent an automobile allowance of \$12,000 per school year. The Superintendent shall provide all fuel, maintenance, insurance, and other costs associated with the operation of her vehicle.

Alternatively, and at the option of the Superintendent at any time during this Agreement, the School Board shall provide a vehicle for business use by the Superintendent, and for her personal use within the Metropolitan Washington, D.C. area during the term of this Agreement. The automobile shall not be owned by the Superintendent, but may be owned or leased by the School Board and shall be fully maintained and insured by the School Board.

I. EXPENSES.

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

J. TECHNOLOGICAL SERVICES.

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

K. RELOCATION COSTS AND HOUSING ALLOWANCE.

The School Board requires that the Superintendent reside in Prince William County during the term of this Agreement and will reimburse the Superintendent for her reasonable and actual relocation expenses incurred in moving to Prince William County. Such expenses will include packing, insuring, moving, and necessary temporary storage of household and office goods. The Superintendent shall obtain three (3) estimates from licensed and bonded professional movers, and the School Board shall reimburse the Superintendent for the actual costs paid to the mover providing the lowest responsible estimate, or will pay the Superintendent an amount equal to the estimate provided by the lowest responsive mover, should she choose not to select the lowest estimate. The total cost of such relocation expenses shall not exceed Twenty Thousand Dollars (\$20,000). The School Board shall also provide the Superintendent with a temporary housing allowance of Twenty-Five Hundred Dollars (\$2,500) a month for the first six months of the Agreement.

VIII. EVALUATION

A. No later than October 1, 2021, the School Board and the Superintendent shall meet to discuss and agree upon the process and forms to be used for the Superintendent's annual evaluation, contract discussions and goal setting, which process and forms shall be incorporated into a School Board policy and reviewed on an annual basis. The School Board and the Superintendent shall agree upon a performance evaluation instrument consistent with the performance objectives set forth in the Guidelines for Uniform Performance Standards for Superintendents, as required by §§ 22.1-60.1 and 22.1-253.13:5 of the Code of Virginia. Evaluations shall include student academic progress as a significant component, an overall summative rating, and areas of individual strengths and areas for improvement.

B. The School Board shall evaluate and assess the performance of the 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.

C. No later than October 1 of 2021, and every October 1 thereafter during the term of this Agreement, the School Board and the Superintendent shall meet for the purpose of establishing mutually agreed upon performance goals for the Superintendent for that school year. No later than May 1st of each following year, the Superintendent will provide the School Board with a self-appraisal of her performance and progress toward the mutually agreed upon goals, which the School Board shall take into consideration when evaluating the Superintendent. Within thirty days of such evaluation, the School Board Chairman shall provide the Superintendent with a written evaluation, to include any specific performance

expectations, and such other evaluative feedback and direction that can be used constructively by the Superintendent during the subsequent school year.

A copy of any written evaluation shall be placed in the Superintendent's personnel file. The Superintendent shall have the right to make a written reply or response to the evaluation, which response shall also become a permanent attachment to the Superintendent's personnel file. All aspects of such evaluation and discussions shall take place in a closed meeting and shall be treated confidentially, unless agreed otherwise by the 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.

IX. RENEWAL OF AGREEMENT

This Agreement may be renewed by the School Board and the Superintendent by mutual agreement in writing. On or before September 30, 2024, the Superintendent shall notify the School Board in writing of her intent with respect to renewal of this Agreement and the term of any requested renewal. The School Board shall give notice to the Superintendent in writing on or before October 30, 2024, 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.

X. TERMINATION

This Agreement may be terminated by:

A. MUTUAL AGREEMENT OF THE PARTIES.

B. VOLUNTARY RESIGNATION OF THE SUPERINTENDENT.

In the event that the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of the resignation and the Superintendent shall reimburse the Division a prorated amount for retirement service credit purchases, as agreed at subsection (A) of Section VI of this Agreement. The 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 Superintendent.

C. DISABILITY OF THE SUPERINTENDENT.

In the event of disability by illness or incapacity, where the Superintendent is unable to perform the essential functions of her position notwithstanding the provision of reasonable accommodations, the School Board may terminate this Agreement by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other paid leave as may be available, and has been absent from her

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 Superintendent.

In the event that a question arises concerning the capacity of the Superintendent to return to her position or perform the essential functions of her position, the School Board may require the Superintendent to submit to a medical examination at the School Board's expense, to be performed by an independent physician licensed to practice medicine in the Commonwealth of Virginia. The School Board and the Superintendent shall make a good faith effort to agree on the physician who shall conduct the examination; otherwise the physician shall be selected by a panel offered by an agreed-upon hospital system or other medical provider.

The 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 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 and to provide a report to the School Board. The School Board shall provide the physician with a description of the Superintendent's essential job functions and the physical and mental requirements of the position.

The Superintendent shall authorize the physician to issue a written report(s) to the School Board addressing the issue of whether the Superintendent has a disability which prevents her from performing the essential functions of her position notwithstanding the provision of reasonable accommodations, what accommodations may be necessary to enable the Superintendent to perform those functions, and whether and how long the disability is expected to continue.

Any such medical report(s) shall be treated as confidential information by the School Board in accordance with state and federal privacy laws and regulations, including HIPAA and School Board Policy 505, *Personnel Records-Confidentiality and Security*, and Regulations 505-1 and 505-2.

The Superintendent's medical records shall not be provided to the School Board, except in the event that the Superintendent's ability to perform her job duties remains at issue, in which case the 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 Superintendent should remain in her position, and for use in any School Board hearing, administrative proceeding, or litigation where the Superintendent's ability to perform her 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 SUFFICIENT CAUSE.

The 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) consistent failure to meet performance requirements or objectives as documented in one or more unsatisfactory performance evaluations; (2) intentional or willful neglect of duty; (3) willful breach of this Agreement; (4) forfeiture of office under Virginia Code § 22.1-66; (5) intentional or willful non-compliance with school laws and regulations; (6) conviction of a felony or misdemeanor, as set forth in § 22.1-296.1(A) of the Code of Virginia (or an equivalent offense in another state); or (7) any other good and sufficient cause which renders the Superintendent unfit to continue her duties or which is seriously prejudicial to the Division.

Reasonable notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the School Board to discuss such cause(s), where she may be represented by counsel at her own expense. Such hearing shall be conducted in closed session and the Superintendent shall be provided with a written decision setting forth the School Board's decision and the reasons therefore. As provided by Virginia Code § 22.1-65, the 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 her, to suspend her, or to remove her 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 Superintendent is terminated for cause, all compensation and benefits shall cease as of the effective date of the termination and the Superintendent shall reimburse the Division a prorated amount for retirement service credit purchases, as agreed at subsection A of Section VI of this Agreement.

E. DEATH OF THE SUPERINTENDENT.

As supported by a death certificate.

XI. PROFESSIONAL LIABILITY AND INDEMNITY

To the extent permitted by law, the School Board hereby indemnifies and holds harmless the Superintendent and/or her estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her 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 her duties as Superintendent, provided that the actions of the 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 her official authority.

The School Board agrees to provide insurance or self-insurance coverage in matters relating to the Superintendent's official duties and acts or omissions falling within the scope of her employment, and to provide legal counsel for the Superintendent as permitted by § 22.1-82 of the Code of Virginia.

The School Board shall not, however, be required to pay any attorneys fees, costs or damages arising out of any legal or other proceedings involving criminal conduct by the Superintendent, nor any attorneys fees, costs or damages arising out of any legal or other proceedings in the event the School Board and the Superintendent have adverse

interests in such proceedings, including but not limited to any proceedings instituted by either party against the other.

XII. 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.

XIII. AMENDMENT

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

XIV. APPLICABLE LAW

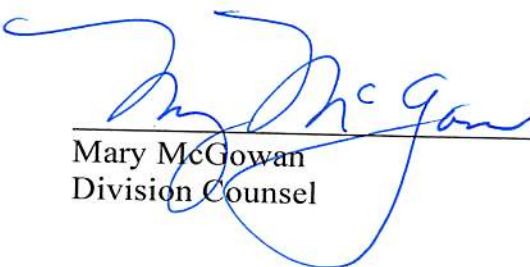
This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, and any legal action with respect hereto shall be brought in the Circuit Court of Prince William County, Virginia, or, if jurisdiction exists, in the United States District Court for the Eastern Division of Virginia, Alexandria Division.

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 At-Large in accordance with action by the School Board authorizing such execution on March 24, 2021, and the Superintendent has also executed the five originals of this Agreement.

EXECUTED this 24th day of March, 2021.

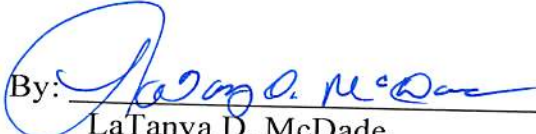
ATTEST:

Prince William County School Board


Mary McGowan
Division Counsel

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


B Simpson
Clerk of the School Board

By: 
LaTanya D. McDade
Superintendent

Attachment: Minutes of the March 24, 2021 Meeting of the Prince William County School Board