

## **SUPERINTENDENT'S CONTRACT**

**THIS CONTRACT** made and entered into this 28 day of June, 2011, by and between the County School Board of Chesterfield County, Virginia (hereinafter called "Board") and Marcus J. Newsome (hereinafter called "Division Superintendent").

**WHEREAS**, the Board at its meeting on June 28, 2011, resolved to employ Marcus J. Newsome as the Division Superintendent of the Chesterfield County Public School Division for a period commencing July 1, 2011, and ending June 30, 2015; and

**WHEREAS**, the parties wish to describe specifically their relationship and mutual obligations in the operation of the Chesterfield County Public School Division;

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged, the Board and the Division Superintendent agree as follows:

### **I.**

#### **TERM OF EMPLOYMENT**

The Board hereby employs the Division Superintendent, and the Division Superintendent hereby accepts employment, as Division Superintendent of the Chesterfield County Public Schools for a term commencing July 1, 2011, and ending June 30, 2015.

### **II.**

#### **RESPONSIBILITIES AND AUTHORITY**

The Division Superintendent shall serve as the chief executive officer and educational leader of the Chesterfield County Public School Division, and he shall have responsibility for the administration of the schools. In undertaking his duties, he shall comply with the laws of the Commonwealth of Virginia, the regulations of the Board of Education, the policies of the Board, and legal directives of the Board. The Division Superintendent will devote his time, skill, labor, and attention to his duties as the chief executive officer of the Chesterfield County Public School Division. The duties,

responsibilities and authority of the Division Superintendent shall be as outlined in School Board Policy.

### **III.**

#### **SALARY AND BENEFITS**

The Board shall pay the Division Superintendent a base salary of \$207,667.00 per school year, with annual increases equal to the percentage increase afforded senior management personnel. The actual annual salary for the school year 2011-2012 shall be three (3) percent less than the base salary to reflect the same percentage decrease applied to senior management personnel salaries in school year 2010-2011, such decrease which will carry over to the 2011-2012 school year. The annual salary of the Division Superintendent will be paid in equal installments in accordance with the standard policy of the Board governing payment of professional staff members in the School Division.

The Superintendent shall also be entitled to the following benefits:

- (i) all benefits applicable to twelve (12) month administrative employees;
- (ii) a total of 1-1/2 (but at least 12 hours) days of annual leave per month, exclusive of legal holidays, and 1-1/4 days (but at least 10 hours) sick leave per month. The Division Superintendent shall be paid on June 30 and December 15 each year at his prevailing daily rate of pay as of the preceding July 1 for:
  - (a) all accumulated unused annual leave beyond 30 days. The Division Superintendent is strongly encouraged to take at least two weeks of vacation every year.
  - (b) all accumulated unused sick leave beyond 45 days. In accordance with Board policy, the Division Superintendent is entitled to transfer accumulated sick leave from his prior employment. Such will be included in the calculation of accumulated unused sick leave, however, only sick leave earned in the Chesterfield County School Division may be eligible for payment under this section.
- (iii) an all-inclusive automobile allowance in the amount of \$12,500 per year, payable in equal monthly installments;
- (iv) the Board shall pay the Division Superintendent's actual, reasonable business-related cellular telephone expenses;

- (v) the Board shall pay the entire premium for employee and family coverage under the Board-sponsored health insurance plan selected by the Division Superintendent;
- (vi) the Board shall pay \$14,250 on October 15, 2011, \$14,250 on April 15, 2012, and \$20,000 on October 15 and April 15 of each of the following fiscal years during the term of this contract into a tax-sheltered annuity, deferred compensation plan, and/or other investment plan selected by the Division Superintendent.
- (vii) for the duration of this agreement, the Board shall provide the Division Superintendent a disability insurance program, either by purchasing the same or through self insurance, which program guarantees 100 percent of his salary until the disability is removed or this agreement expires, whichever occurs first, if the Division Superintendent, due to illness or accident (whether occurring on the job or elsewhere) is disabled and unable to carry out his duties. In the case of a disability, the Division Superintendent's accumulated sick leave and annual leave will be applied to maintain his salary and when such leave is exhausted, disability coverage provided herein shall commence.
  - (a) The Division Superintendent shall submit to an annual comprehensive medical examination to be performed by a doctor licensed to practice medicine in Virginia, to be paid for by the Board. A statement certifying that the Division Superintendent is able to carry out the duties of his office shall be filed by the examining physician with the Board and treated as confidential personnel information by the Board.
  - (b) If the annual or other medical evaluation indicates that a disability will prevent the Division Superintendent from performing his duties for a period of three months or more, the Board may, at its option and in its sole discretion, either temporarily or permanently, replace the Division Superintendent.
  - (c) If the Division Superintendent is determined to be unable to continue service due to disability, the provision of the disability insurance acquired under Section (vii) shall prevail.
  - (d) If the annual or other medical evaluation indicates that a disability will prevent the Division Superintendent from performing his duties for less than three months and if the Division Superintendent

does not have sufficient accrued unused leave to cover his absence, the Board, at its option, may allow the Division Superintendent to take a leave of absence. In such instance, his health and life insurance shall remain in effect during the period of said leave of absence.

- (e) If a question arises concerning the capacity of the Division Superintendent to perform his duties or to return to his duties, the Board may require the Division Superintendent to submit to a medical examination separate from that examination required in Section (vii)(a) above to be performed by a doctor licensed to practice medicine in Virginia. The Board and the Division Superintendent shall mutually agree upon the doctor who shall conduct the examination. The examination shall be conducted at the expense of the Board. The doctor shall limit his report to the issue of whether the Division Superintendent has a continuing disability, which prohibits him from performing his duties. As to this issue, the physician's report shall be final, and if the Division Superintendent shall be found able to perform or resume his duties, he shall do so within ten days of the issuance of the doctor's report.
- (f) Nothing herein above set forth shall prohibit or limit the Board's right to seek the termination of the contract under Section VIII, herein below set forth.
- (viii) To the extent permitted by law and regulations of the Virginia Retirement System (VRS), the Board will report annually to the VRS the total value derived by the Division Superintendent for the combination of salary, tax-sheltered annuity, and automobile allowance. The parties hereto agree that the Superintendent, if reimbursed by VRS for any part of the four (4) years additional prior service credit purchased by the Board for the Superintendent in accordance with the immediately previous agreement between the parties hereto, shall be liable to the Board in the amount of such reimbursement.
- (ix) In recognition of his years of service in public education and to this Division, the Division Superintendent shall receive 28 percent of his final salary each year for five years under the condition that he retires or resigns from employment with the Chesterfield County Public School Division, that he is not on disability retirement, and that he be available

for consultation for the equivalent of ten days each year for the five years he receives such percentage of his salary in an assignment approved by the then Division Superintendent;

- (x) Also in recognition of his years of service, the Division Superintendent, upon his retirement, shall have paid, by the Board, the entire premium for employee and spouse coverage under the Board-sponsored health insurance plan selected by the Division Superintendent without regard to the years-of-service eligibility requirement.

#### IV.

#### **PROFESSIONAL DEVELOPMENT**

The Board encourages professional growth of the Division Superintendent and participation in civic and service organizations. Therefore, the Board will pay for the Division Superintendent's membership in the Virginia Association of School Administrators and the American Association of School Administrators.

- (i) The Board, upon prior Board approval, shall pay all reasonable expenses incurred by the Division Superintendent for membership in and attendance at meetings of appropriate professional and civic organizations;
- (ii) The Board, upon prior Board approval, shall pay all reasonable expenses submitted to it as incurred by the Division Superintendent within the allowance of the annual budget, submitted to the Board for payment for membership at appropriate professional meetings held at the local, state, and national levels;
- (iii) Notwithstanding the provisions of Section II, the Division Superintendent, upon approval of the Board, may engage in and receive remuneration for consultative work, writing, lecturing, or public speaking consistent with his professional and occupational status, so long as such activities do not interfere with his responsibilities and performance as Division Superintendent. The Division Superintendent shall keep the Board informed of these outside activities. In no such instance, however, shall the Board be responsible for any expense attendant to the performance of such outside activities.

**V.**  
**CRITICISM AND EVALUATION**

Recognizing that communication between the Board and its individual members and the Division Superintendent is critical, the Board and its members shall endeavor to refer all concerns pertaining to the administration of the school system and all criticisms, complaints and suggestions concerning the school system and its employees to the Division Superintendent for study and recommendation. The Division Superintendent shall endeavor to keep the Board informed of any matters arising on the national, state or local level which may substantially affect the school system.

The Board shall evaluate the division superintendent annually consistent with the performance objectives set forth in Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators, and Superintendents as required by Virginia Code §§ 22.1-60 and 22.1-253.13:5. In the event the Board determines that the performance of the Division Superintendent is unsatisfactory in any respect, it shall describe, in reasonable detail, specific instances of unsatisfactory performance and include recommendations for improvement. To the extent permitted by law, the Board and the Division Superintendent shall treat all aspects of such discussions confidentially and all such discussions shall be in closed meetings. Any documentation related to the evaluation of the Division Superintendent or his response may be placed in his personnel file.

Following this annual review process, the Division Superintendent shall bring the Board together for the purpose of establishing a shared vision and prioritizing their shared goals for the coming year.

**VI.**  
**QUALIFICATION**

The Division Superintendent will furnish to the Board, during the term of this contract, 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 State Board of Education. Employment of the Division Superintendent shall be contingent upon such qualification.

**VII.**  
**CONTRACT RENEWAL**

The Division Superintendent shall be eligible for reappointment in accordance with law. It is the intent of both parties to provide appropriate and ample notification with respect to the renewal of this contract for another term. Six months prior to the expiration of this contract, each party shall communicate to the other its or his non-binding intent with respect to the renewal of the Division Superintendent's contract. With mutual consent, both parties may agree to the contract renewal at any time. This contract may not, however, be renegotiated during the period following the election or appointment of new school board members and the dates such members are qualified and assume office.

**VIII.**  
**TERMINATION**

- (i) This contract shall terminate upon the death or retirement of the Division Superintendent or by mutual consent of the parties or upon the disability of the Division Superintendent as provided in Section III.
- (ii) The Board may remove the Division Superintendent for cause in accordance with applicable laws, rules and regulations. The Division Superintendent shall have the right to written concerns and a hearing before the Board prior to his removal. The Division Superintendent may be represented by legal counsel at the hearing, at his own expense. In the event the Division Superintendent is dismissed for cause, all salary and benefits shall cease as of the effective date of such termination.
- (iii) The Board may remove the Division Superintendent without cause. In such event, the Board shall pay an amount equal to all salary, compensation and benefits that would have been due to the Division Superintendent under this contract for a period of one (1) year from the effective date of such termination, or until June 30, 2015, whichever period is shorter.

**IX.**  
**VOLUNTARY RESIGNATION**

In the event the Division Superintendent voluntarily resigns, all salary and benefits such as unused vacation and sick leave provisions shall cease as of the effective date of such resignation. The Division Superintendent agrees to give the Board ninety days written notice of such resignation; provided, however, that the Board may, in its sole discretion, waive any or all of this ninety day notice requirement. Such voluntary resignation shall be mutually agreed upon by the Board and the Superintendent.

**X.**  
**INDEMNITY**

To the extent permitted by law, the Board shall indemnify and hold harmless the Division Superintendent 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 as agent and/or employee of the Board for any incident or activity arising during the course of his employment by the Board, provided that the actions of the Division Superintendent related to such demands, claims, damages, suits, actions, legal proceedings, and attorneys' fees were undertaken in good faith, in accordance with the law, and within the scope of his official authority.

**XI.**  
**AMENDMENTS**

- (i) All changes, amendments and modifications to this contract shall be in writing and executed by both the Division Superintendent and the Board.
- (ii) Subject to the laws of the Commonwealth of Virginia, the regulations of the Board of Education, and policies of the Board, this constitutes the entire agreement between the parties, and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representations or agreements shall in any way affect the terms of this written agreement.

**IN WITNESS WHEREOF**, the County School Board of Chesterfield County, Virginia has caused this contract to be signed in its behalf by its Chair and attested by its

Clerk, and Marcus J. Newsome has hereunto set his hand and seal the day and year first above written.

**SCHOOL BOARD OF CHESTERFIELD  
COUNTY, VIRGINIA**

BY: \_\_\_\_\_

Dianne E. Pettitt, Chair

Chesterfield County School Board

ATTEST: \_\_\_\_\_

Carol Timpano, Clerk

Chesterfield County School Board

\_\_\_\_\_ (Seal)

**Marcus J. Newsome**

Division Superintendent