

## **SUPERINTENDENT'S CONTRACT**

**THIS CONTRACT** is made this 14th day of June 2022, by and between the **Powhatan County School Board** (the "School Board") and **Dr. Beth Teigen**, ("Superintendent").

**WHEREAS**, the School Board at its meeting on June 14, 2022, resolved to employ the Superintendent for a term commencing July 1, 2022, and ending June 30, 2026; and

**WHEREAS** the Superintendent and the School Board wish to enter into a Contract setting forth the terms and conditions of such employment.

**NOW, THEREFORE**, in consideration of the promises and representations made herein, the parties agree as follows.

### **I**

#### **TERM OF EMPLOYMENT**

The School Board hereby employs the Superintendent, and the Superintendent hereby accepts employment as the Division Superintendent of Powhatan County Public Schools for a term commencing July 1, 2022, and ending on June 30, 2026.

### **II**

#### **DUTIES OF SUPERINTENDENT**

(a) The Superintendent shall serve as the chief administrative officer of the Powhatan County Public Schools in accordance with laws of the Commonwealth of Virginia, the regulations adopted by the Board of Education, the regulations and policies adopted by the School Board and the legal directives of the School Board. The Superintendent agrees that she will devote her time, skill, labor and attention to her duties as the chief administrative officer of the Powhatan County Public Schools.

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

(c) The Superintendent shall have charge of the administration of the Powhatan County Public Schools under the direction of the School Board. She shall be the chief administrative officer for the School Board, shall select, organize and assign all personnel, as best serves the Powhatan County Public Schools, subject to the approval and policies of the School Board and the laws of the Commonwealth; shall oversee the instructional program and business affairs of the Powhatan County Public Schools; shall from time to time suggest regulations, rules, and procedures deemed necessary for the wellbeing and ordering of the Powhatan County Public Schools; and in general perform all duties incidental to the office of Superintendent as prescribed by School Board policy and such other duties as may be prescribed by the School Board from time to time.

(d) The Superintendent shall fully, completely and promptly inform the School Board of any and all information that is relevant to the functioning of the School Board and the Powhatan County Public Schools.

(e) The School Board, both individually and collectively, will promptly refer all criticisms, complaints and suggestions concerning the Powhatan County Public Schools or its employees to the Superintendent or her designee for investigation, study, review and recommendation.

### III

#### COMPENSATION

(a) The Superintendent shall be paid a salary at the rate of \$173,810 per fiscal year (July 1-June 30), which salary shall be paid in accordance with the standard policy of the School Board governing payment of other twelve (12) month administrative employees in the school division. The annual salary of the Superintendent may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Contract. In no event, however, shall the salary adjustment reduce the annual salary below that of the preceding fiscal year unless agreed to by the parties in writing. Any adjustments to the annual salary for subsequent years during the term of this Contract shall be in writing and shall be in the form of an amendment or addendum to this Contract.

(b) For each fiscal year of this Agreement (July 1-June 30) the Board will make a contribution in the amount of \$15,000, not to exceed any maximum limitations established by the Internal Revenue Code, for the Superintendent's benefit to a deferred compensation plan or annuity designated by the Superintendent. All principal, interest and dividends accruing therefrom, shall be the property of the Superintendent. It is understood that the Superintendent may draw this amount in the month of July during each year of this Agreement in order to invest it in the selected annuity or plan. The Parties agree that this contribution will be considered compensation to the fullest extent allowed by VRS regulations and will be reported as creditable compensation. The Parties also agree that the contribution is not conditional, would otherwise have been included in the taxable income, and the Superintendent has elected the deferral. Finally, the Parties acknowledge that they are responsible for ensuring adherence to the applicable contribution limits for the deferred

compensation plan or plans to which the contribution is made.

(c) During the term of her employment, the School Board shall provide the Superintendent seven hundred dollars (\$700.00) per month for car allowance, inclusive of all automobile expenses. The Superintendent shall be responsible for all taxes incidental to such allowance.

Compensation of the Superintendent will be reviewed annually.

#### **IV**

##### **ANNUAL LEAVE AND SICK LEAVE**

The Division Superintendent shall receive annual, personal, and sick leave in accordance with the policies and regulations of the School Board applicable to twelve (12) month administrative employees of the School Board.

The Superintendent may transfer up to, but no more than, 1700 hours of sick leave and 100 hours of annual leave from her most recent employer prior to entering this contract to her leave balance with the School Board. However, such transferred leave shall not be subject to payment upon termination of the Division Superintendent's employment with the School Board as authorized for leave accrued during her employment with the School Board, as is provided below in this Section IV and applicable School Board policy.

Upon termination of her employment for any reason except voluntary resignation as outlined in Section X, the Division Superintendent will be paid unused leave hours in accordance with the policies and regulations of the School Board applicable to twelve (12) month administrative employees, and only those hours earned and accrued during her employment with Powhatan County Public Schools.

#### **V**

##### **PAYMENT OF OTHER BENEFITS AND EXPENSES**

Upon commencement of the Term of the Superintendent, the Board agrees to pay the total premium for family hospitalization, medical insurance (under any insurance plan options offered by the Board, and at the Superintendent's election) and dental insurance. If administrative or judicial rulings interpreting the Patient Protection and Affordable Care Act authoritatively determine these benefits to be a taxable event, then the Superintendent and the Board agree to amend this section of the Agreement, but not others, to comply with then applicable law.

The School Board will pay the same premium as for all employees for VRS retirement system payments and the VRS group term life insurance for the Superintendent.

The School Board encourages professional growth of the Superintendent and participation in civic and service organizations. Therefore, the School Board will pay for

the Superintendent's membership in the Virginia Association of School Superintendents and/or the American Association of School Administrators. The School Board, upon prior approval, may pay reasonable expenses, within the allowance of the annual budget, for membership in other applicable professional organizations submitted to the School Board for payment. The School Board may pay, in accordance with the policies and regulations of the School Board, reasonable expenses submitted to it incurred by the Superintendent within the allowance of the annual budget for attendance at appropriate professional meetings held at the local, state and national levels.

The Superintendent shall be entitled to any other benefits spelled out in the School Board policy manual for twelve (12) month administrative personnel, unless otherwise noted in this Contract. These benefits shall be provided in accordance with all applicable School Board policies and procedures, as may be revised from time to time.

The School Board shall pay for the Superintendent's cell phone and service plan during the Term of this Contract.

## **VI**

### **EVALUATION**

The School Board shall devote at least a portion of a scheduled School Board meeting annually to a discussion of the performance of the Superintendent and the working relationship between the Superintendent and the School Board. The School Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Superintendent during the subsequent year. Findings, recommendations and performance goals and criteria for the following Contract year shall be communicated by the School Board to the Superintendent in writing. All aspects of such discussions shall be treated confidentially by the School Board and the Superintendent. Such discussions shall be held in closed meeting and shall be treated confidentially to the extent permitted by law. The evaluation shall, at minimum, include the use of a mutually agreed upon evaluation process and instrument consistent with the requirements of applicable Virginia law. The goal of the evaluation is to improve performance and to improve communications between the School Board and the Superintendent. The School Board may amend the format from time to time, provided the School Board will discuss any proposed amendments with the Superintendent prior to their adoption.

## **VII**

### **CONTRACT RENEWAL**

Within six (6) months prior to the termination date of this Contract (June 30, 2026), the School Board and the Superintendent shall communicate to each other their intent with respect to renewal of the Contract. These communications will be advisory only and will not be binding on the parties. Such communication shall be treated confidentially and shall be held in closed meeting to the extent permitted by law. Nothing herein shall prohibit a mutually agreed upon dissolution of this Agreement.



## **VIII**

### **OTHER WORK OR ACTIVITIES**

The Superintendent covenants and agrees to devote her time, skill and labor during the Term of this Contract toward fulfillment of her duties pursuant to this Contract. The Superintendent may, with prior approval by the School Board, undertake teaching of graduate courses, consultative work, speaking engagements, writing, lecturing or other professional activities for compensation so long as such activities do not interfere with her duties under this Contract. Pursuant to Section 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 by the School Board. The Superintendent may attend appropriate professional meetings at local, state and national levels which will be beneficial to her performance under this Contract and/or which may enhance the operation of the Powhatan County Public Schools.

## **IX**

### **DISCHARGE**

The Superintendent, in accordance with Section 22.1-65 of the Code of Virginia, may be assessed a reasonable fine, suspended from office for a limited period of time, or removed from office by either the Board of Education or the School Board for sufficient cause. In the event the Superintendent is terminated by the School Board for sufficient cause pursuant to Section 22.1-65 of the Code of Virginia, which cause may include, but is not limited to, material breach of this Contract, forfeiture of office, immorality, non-compliance with school laws and regulations, willful non-compliance with School Board policies and regulations, conviction of a felony or a misdemeanor as set forth in Sections 22.1-296.1 and 22.1-315 of the Code of Virginia (or an equivalent offense in another state), or any other good and sufficient cause which renders the Superintendent unfit to continue her duties, then all salary and benefits shall cease as of the effective date of such termination.

The School Board, upon written request by the Superintendent, shall serve written charges and notice of hearing upon the Superintendent before taking any action to fine, suspend or remove the Superintendent. The Superintendent may, in her sole discretion, be accompanied by and represented by legal counsel at all hearings held by the School Board under this section, provided that such expenses are paid by the Superintendent.

In the event the Superintendent is terminated by the School Board for no reason or for a reason not enumerated in this section, the School Board shall pay an amount equal to all salary which would have been due to the Superintendent under this Contract from the effective date of such termination to June 30, 2026, or for twelve (12) months, whichever is less.

Nothing herein shall be deemed to limit the right of the Superintendent to

voluntarily resign; provided, however, that such resignation shall be in accordance with Articles IX and X of this Contract.

This Contract shall terminate upon the death, disability or retirement of the Superintendent, or by the mutual consent of the parties.

## **X**

### **VOLUNTARY RESIGNATION**

In the event the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of such resignation, and the Superintendent will not be paid for unused sick leave and unused annual leave. The Superintendent agrees to give the School Board ninety (90) days written notice of such resignation; provided, however, that the School Board may, in its sole discretion, waive any or all of this ninety (90) day notice requirement. Such voluntary resignation shall be mutually agreed upon by the School Board and the Superintendent.

## **XI**

### **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, 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. In no event will individual School Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, damages, suits, actions and legal proceedings.

The School Board agrees to provide insurance or self-insurance coverage in matters relating to the Superintendent's official duties within the scope of her employment. The School Board shall not, however, be required to pay any costs of any legal proceedings in the event the School Division and the Superintendent have adverse interests in such litigation.

## **XII**

### **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Superintendent shall be required to submit to an annual physical examination certifying her physical condition with the Chairman of the School Board. Certificate of Fitness shall be treated as confidential information by the School Board and shall only be

communicated to the School Board unless utilized under Section IX hereof for purposes of discharge of the Superintendent. The cost of said Certificate of Fitness shall be paid by the School Board, not to exceed three hundred dollars (\$300.00).

The failure of the Superintendent to perform the obligations agreed to in this Contract will be reported by the School Board to the Board of Education and considered cause to terminate the Contract in accordance with Section IX of the Contract.

If at any time during the Term of this Contract, the School Board has reason to believe that the Superintendent is physically or mentally incapable of performing her obligations under this Contract, the School Board may request a Certification of Fitness from an appropriate health professional selected by the School Board. The examination will be conducted within fifteen (15) days of the request by the School Board and will be at the expense of the School Board. The Certificate of Fitness must be provided by the Superintendent to the School Board within five (5) days of the date of the examination, except to the extent the health professional requires additional time to obtain laboratory or other necessary test results required as a basis for the Certificate of Fitness. Failure on the part of the Superintendent to provide a Certificate of Fitness to the School Board shall be deemed a material breach of the terms of this Contract and shall constitute sufficient cause for termination of this Contract by the School Board. The School Board may also require the Superintendent to comply with any rules applicable to other employees which govern fitness for work.

In the event the Superintendent is unable to fully perform her duties for whatever cause and has exhausted all of her accumulated annual and sick leave, the School Board may reduce the Superintendent's salary for such time as the Superintendent is unable to fully perform her duties. In the event such disability continues for period of sixty (60) days or if such disability is permanent, irreparable or of such nature as to make the full performance of the Superintendent's duties impossible, the School Board, at its option, may terminate this Contract, by written notice, in which event the respective duties, rights and obligations of the parties shall terminate forthwith.

### **XIII**

#### **CONTINGENCY**

Employment of the Superintendent pursuant to this Contract shall be contingent upon the Superintendent furnishing to the School Board evidence that the Superintendent is legally qualified to serve as Superintendent in accordance with the laws of the Commonwealth of Virginia and the regulations of the Board of Education.

### **XIV**

#### **MISCELLANEOUS**

This Contract is expressly subject to the laws of the Commonwealth of Virginia, the regulations of the Board of Education and policies of the School Board, now or hereafter in



effect. Any provision of this Contract which is contrary to or violates such statutes, regulations or policies shall be void and such statutes, regulations or policies shall control and supersede any such invalid provision of this Contract. Additionally, if any provision of this Contract is held void or invalid, all remaining portions of this Contract shall remain in full force and effect so long as they are severable from the invalid or void provision.

All changes, amendments, and modifications to this Contract shall be in writing and executed by both the Superintendent and the School Board. Subject to the laws of the Commonwealth of Virginia, the regulations of the Board of Education, and policies of the School Board, this constitutes the entire agreement between both parties.

This Contract supersedes any other agreement, written or oral, between the parties.

In witness whereof, the Powhatan County School Board has caused this Contract to be executed in its behalf by its Chairman, in accordance with action by the School Board authorizing such execution on June 14, 2022, and the Superintendent has executed this Contract on the day and year first above written.

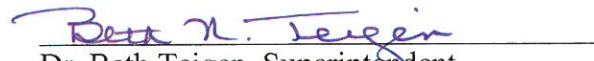
ATTEST:

POWHATAN COUNTY SCHOOL  
BOARD

  
Clerk

BY:

  
Kim Drew Hymel, Chairman

  
Dr. Beth Teigen, Superintendent