

**SUPERINTENDENT EMPLOYMENT AGREEMENT**

THIS AGREEMENT is dated September 28, 2017 for identification, by and between the SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA (hereinafter referred to as the "Board") and Dr. Matthew S. Haas (hereinafter referred to as "Superintendent").

1. Recitals.

a. The Board is required by state law to employ a division superintendent of its school division; and

b. The Superintendent has been licensed by the State Board of Education to be eligible for the position of division superintendent of schools; and

c. The parties wish to enter into an agreement setting forth the terms and conditions of employment of the Superintendent as Division Superintendent of the Albemarle County Public Schools; and

d. The Board, at a meeting lawfully held and convened on September 28, 2017, authorized by recorded vote the appointment of the Superintendent as Division Superintendent of the Albemarle County Public Schools in accordance with the terms and conditions of this Agreement.

2. Term of Employment. The Board hereby employs the Superintendent as Division Superintendent of the Albemarle County Public Schools for a term commencing July 1, 2018 and expiring June 30, 2022 (the "Term"), unless otherwise terminated by the Board or modified by mutual agreement of the parties or by operation of law.

3. Duties.

a. The Superintendent agrees to serve as the full-time chief administrative officer of the Albemarle County Public Schools and otherwise perform faithfully the duties of Division Superintendent in accordance with the laws of the Commonwealth of Virginia, the regulations and policies adopted by the State Board of Education and the policies, regulations, administrative procedures and directives of the Board.

b. The Superintendent agrees that he will perform any other legally permissible duties or functions that the Board may see fit in its discretion to assign at any time during the Term, consistent with the terms and conditions of this Agreement and applicable laws, policies, regulations and legal directives.

c. The Superintendent shall have charge of the administration of the Albemarle County Public Schools under the direction and authority of the Board. As chief administrative officer, the Superintendent shall select, organize and assign all personnel as best serves the Albemarle County Public Schools, subject to the approval and policies of the Board and laws of the Commonwealth of Virginia; shall oversee the instructional program and business affairs of the Albemarle County Public Schools; shall from time to time suggest policies and administrative procedures deemed necessary for the proper functioning and operation of the Albemarle County Public Schools; and in general perform all duties incident to the office of Division Superintendent as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time.

d. The Superintendent shall keep the Board fully and completely informed of all issues and matters that are relevant to the proper functioning of the Board and Albemarle County Public Schools.

4. Annual Salary. The annual salary of the Superintendent is set at \$186,000 effective July 1, 2018 for the 2018-2019 fiscal year, and will be paid in equal monthly installments in accordance with the policies and procedures of the Board in effect governing payment of full-time professional staff members in the Albemarle County Public Schools. This annual salary will be reviewed by the Board on or before the end of each fiscal year during the Term, or as soon thereafter as possible, and will be adjusted by the Board in an amount equal to the average increase granted to classified personnel, provided that the adjusted salary shall not be less than the salary in the preceding fiscal year. Any adjustments to the annual salary or benefits during the Term shall be in writing and shall be in the form of an amendment or addendum and shall become a part of this Agreement.

5. Benefits.

a. In General. All benefits of employment, including but not limited to health insurance, annual and sick leave, insurance protection, retirement program, participation in deferred compensation program and other benefits shall be governed by the personnel policies and procedures of the Albemarle County Public Schools applicable to 12-month administrative employees of the Board, now or hereafter in effect, except as otherwise provided in this Agreement.

b. Life ins — problems :

— specifying that we will provide a policy thru VKS too specific — out of our control

— "base" salary equivalent language — VKS ins based on multiplier of creditable comp. In this case, his base salary + def. comp contributions = creditable comp.

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b. Annuity and Life Insurance. The Board agrees that it shall contribute to an annuity investment plan of the Superintendent's choosing an amount equal to ten percent (10 %) of the amount of the Superintendent's annual salary in effect at that time (excluding any benefits, allowances, reimbursements or other payments). At the Superintendent's discretion, this annuity shall be paid into an annuity investment plan chosen by the Superintendent. The timing of payment of the annuity shall be payable in installments as provided for by Albemarle County Public Schools employee's salaries, but shall be made no later than June 30 of each year of this Agreement. The Board agrees to provide the Superintendent an additional term life insurance policy obtained through the Virginia Retirement System having a value equal to three times the Superintendent's annual base salary.

c. Annual Leave and Sick Leave. As of the effective date Superintendent shall accrue annual leave and sick leave on the same basis as personnel policies and procedures of the Albemarle County Public Schools administrative employees of the Board, now or hereafter in effect. The Superintendent shall be subject to all other policy terms relating to leave, including but not limited to the limitations on the total amount of leave accrued, as stated in School Board Policy GCC.

6. Transportation Allowance. During the Term, the Superintendent shall receive an automobile allowance of \$1050.00 per month for travel required in the performance of his official duties as Division Superintendent. In addition to this allowance, the Board shall reimburse the

*Handwritten note:* (1x 11 + 2x 8,000) showed not specify VRS beyond group life

*Handwritten calculations:*  
\$186,000 SAL }  
18,600 annuity }  
112,600 CAR }  
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= 204,600

Superintendent at the County-approved rate per mile for business-related travel outside of Albemarle County.

7. Other Reimbursement. The Board agrees to reimburse the Superintendent during the Term for the reasonable, actual and necessary expenses incurred by him for other than local travel, as referenced in Administrative Policy 01 ("Business Travel"), lodging and meals in his capacity as Division Superintendent in connection with meetings and functions as of the effective date of this Agreement. In addition, the Board shall pay on behalf of the Superintendent the annual membership dues to such professional and other organizations to which division superintendents in the Commonwealth of Virginia customarily belong. The Board agrees to pay all reasonable expenses incurred by the Superintendent within the allowance of the Board's annual budget and submitted to the Board for payment for attendance at appropriate professional meetings or conferences held at the local, state or national levels. The Superintendent shall notify the Board in advance of attending professional or business meetings or conferences outside the Commonwealth of Virginia.

8. Leave and Expense Reports. The Superintendent agrees to submit to the Board, on at least a quarterly basis, a written report that details (a) annual and sick leave usage and (b) all expenses incurred by him for non-local travel, lodging and meals in his capacity as Division Superintendent in connection with professional or business meetings and functions.

9. Evaluation.

a. The Board shall evaluate the performance of the Superintendent in accordance with School Board Policy CBA. The parties agree that the evaluation criteria shall be consistent with the performance objectives set forth in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents adopted by the State Board of Education in accordance with Va. Code §§ 22.1-60.1 and 22.1-253.13:5, as amended. As set forth in Policy CBA, the Board will conduct annual performance reviews of the Superintendent during the Term. In addition, the Board may conduct additional performance reviews as needed during the Term. The parties agree that the annual or other performance reviews may occur at a regular or special Board meeting.

b. Except as provided in Policy CBA, the Superintendent's evaluations shall be conducted in a confidential manner and shall take place in a closed meeting in accordance with the requirements of the Virginia Freedom of Information Act, Va. Code § 2.2-3700 *et seq.*, as amended. With the exception of information that is released or disclosed pursuant to Policy CBA, or other public information, the results of the Superintendent's evaluations shall be maintained in a confidential manner and shall be exempt from disclosure in accordance with Va. Code § 2.2-3705.1(1).

10. Qualifications of Division Superintendent. This Agreement shall be contingent upon the Superintendent furnishing to the Board evidence that the Superintendent is legally qualified in all respects to serve as division superintendent in accordance with the laws of the

Commonwealth of Virginia and regulations established by the State Board of Education. The Superintendent shall maintain such qualifications throughout the Term.

11. Renewal. On or before July 1, 2021, the Board and the Superintendent agree to communicate to each other their respective intent regarding renewal of this Agreement for one or more additional terms. This communication may occur in a closed meeting as permitted by the Freedom of Information Act, or the parties may agree to communicate their intent regarding renewal in writing. Nothing herein shall prohibit the parties from agreeing upon a mutual extension or dissolution of this Agreement prior to the expiration of the Term. It is understood and agreed that such communications of intent shall not be binding upon either party.

12. Other Work or Activities. The Superintendent agrees to devote his time, skill and labor during the Term toward the fulfillment of the duties set forth in this Agreement, and agrees that he will not undertake any additional work, including but not limited to consulting, speaking engagements, writing, teaching, lecturing or other professional activities for compensation during the Term without prior approval of the Board. It is understood, however, that such approval shall not be unreasonably withheld, as long as the Superintendent engages in such outside work on his own time or using annual leave, and without such work interfering in any way with his duties and responsibilities as Division Superintendent. It shall be the affirmative duty of the Superintendent to avoid all conflicts of interest in undertaking additional work and avoid the appearance of impropriety and conflict in such work. If the Superintendent becomes aware of a conflict of interest, he shall immediately advise the Board.

13. Termination. In accordance with Va. Code § 22.1-65 and other applicable provisions of law and Board policy, the Board may terminate the employment of the Superintendent for sufficient cause. "Cause" shall include but not be limited to the Superintendent's conviction of a felony, an act of willful negligence, any illegal act involving personal gain to him or which causes damage to the reputation of the Board or Albemarle County Public Schools, or his commission of any act involving moral turpitude. "Cause" shall also include failure to maintain licensing and necessary qualifications as described in Paragraph 10 above. In the event that the Superintendent is dismissed for cause, all salary and benefits shall terminate as of the effective date of dismissal, except as may be provided by law or Board policy. If the Board terminates this Agreement not for cause during its term, or if Superintendent resigns in lieu of a threatened termination, the Board shall pay for the continuation of all compensation and benefits (except travel allowance and reimbursements for expenses occurring after the separation) for the current month in which the separation occurs and for up to an additional ten (10) months, or until the effective date that the Superintendent accepts other employment in a comparable position, whichever occurs first, payable in installments as provided for County employees' salaries. Superintendent promises to make his best efforts to obtain other employment in such event, and agrees to notify promptly the Board upon accepting any such employment.

14. Suspension. Pursuant to Virginia Code Section 22.1-315 and in addition to any other remedies and permissible actions available at law, the Board may suspend the Superintendent

without pay if the Superintendent is charged with a felony or a misdemeanor involving sexual assault, obscenity, drugs, moral turpitude, or abuse or neglect of a child.

15. Voluntary Resignation. The Superintendent may voluntarily resign prior to the end of the Term by submitting a letter of resignation to the Board; however, such resignation shall not be effective unless accepted by the Board. In the event that the Superintendent's resignation is accepted by the Board, all salary and benefits such as unused sick leave shall cease as of the effective date of such resignation, subject to the limitations set forth in Section 4(c) of this Agreement pertaining to unused annual leave. The Superintendent agrees to give the Board ninety (90) days written notice of his intent to resign; provided, however, that the Board may, in its sole discretion, waive this notice requirement.

16. Other Provisions.

a. The Superintendent agrees to reside in Albemarle County at all times during the Term. Failure to establish and maintain residency in Albemarle County will constitute sufficient cause for termination of this Agreement.

b. During the Term, the Superintendent agrees that he will not apply for or entertain any offers of employment for similar positions within the Commonwealth of Virginia, without the prior consent of the Board.

c. This Agreement is subject to the approval of the Board at a lawfully convened open meeting in accordance with the requirements of the Virginia Freedom of Information Act.

17. Entire Agreement. This Agreement contains the binding agreements between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement. All modifications or other changes to this Agreement shall be in writing and executed by the parties.

18. Governing Law and Venue. This Agreement is subject to and shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction for Albemarle County, Virginia.

19. Severability. If any provision of this Agreement is deemed void or invalid, the parties agree that all remaining portions of this Agreement shall remain in full force and effect so long as they are severable from the void or invalid provision.

Witness the following signatures.

Dated: 10/4/17

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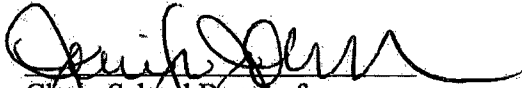
SCHOOL BOARD OF  
ALBEMARLE COUNTY, VIRGINIA

By: Kate Rupp  
CHAIRMAN

By: Mr. Haas  
DR. MATTHEW HAAS

[additional signatures following]

ATTEST:

  
Clerk, School Board of  
Albemarle County, Virginia

APPROVED AS TO FORM:

  
Albemarle County Attorney's Office