



## SUPERINTENDENT CONTRACT

THIS CONTRACT (herein referred to as "Agreement"), made and entered into on the 8 day of August, 2016 by and between Essex County School Board, party of the first part, herein called "Board", and Scott A. Burckbuchler, Division Superintendent, party of the second party, herein called "Superintendent."

### -WITNESSETH-

WHEREAS, the Board at its regular meeting on or about February 11, 2013 resolved to employ Scott A. Burckbuchler as the Superintendent of the Essex County Public School Division for the period commencing June 1, 2013 and ending June 30, 2016; and

WHEREAS, the Board at its regular meeting on or about May 12, 2014 resolved to continue to employ Scott A. Burckbuchler as the Superintendent of the Essex County Public School Division for the period commencing July 1, 2014 and ending June 30, 2018; and

WHEREAS, at its regular meeting on August 8, 2016, the Board has resolved to continue to employ Dr. Burckbuchler as Division Superintendent of the Essex County Public Schools for a term commencing July 1, 2016 and ending June 30, 2020;

WHEREAS, the parties wish to enter into an agreement setting forth the terms of such employment during such period;

NOW THEREFORE, the Board and the Superintendent agree to the terms and conditions of employment as follows:

### **I**

#### **TERMINATION OF CONTRACT OF MAY 12, 2014**

The Board and the Superintendent mutually agree that the Contract of May 12, 2014 shall be terminated and this Agreement shall supersede and replace the Contract of May 12, 2014, effective July 1, 2016.

### **II**

#### **TERM OF EMPLOYMENT**

The Board employs the Superintendent for a period from July 1, 2016 to June 30, 2020. The Superintendent's appointment is expressly contingent upon receipt by the Board of a satisfactory criminal background check and a satisfactory national credit reference check of the Superintendent.

### **III**

#### **DUTIES OF SUPERINTENDENT**

- a) The Superintendent shall serve as the chief administrative officer of the Essex County Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations and policies adopted by the State Board of Education, the policies and regulations adopted by the Board and the legal directives of the Board. The Superintendent agrees that he will devote his time, skill, labor, and attention to his duties as the chief administrative officer of the Essex County Public Schools.
- b) The Superintendent agrees that he will perform any other legally permissible duties or functions which the Board may see fit to assign to him at any time during the term of this Agreement consistent with the office of Division Superintendent.
- c) The Superintendent shall have charge of the administration of the Essex County Public Schools under the direction of the Board. He shall be the chief executive officer for the Board; shall select, organize and assign all personnel, as best serves the Essex County Public Schools, subject to the approval and policies of the Board and the laws of the Commonwealth; shall oversee the instructional program and business affairs of the Essex County Public Schools; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the Essex County Public Schools; and in general perform all duties as may be prescribed by the Board from time to time.
- d) The Superintendent shall fully, completely and promptly inform the Board of any and all information that is relevant to the functioning of the Board.
- e) The Board, both individually and collectively, will promptly refer all criticisms, complaints, and suggestions concerning the Essex County Public Schools or its employees to the Superintendent or his designee for investigation, study, review and recommendation.

### **IV**

#### **COMPENSATION**

- a) The annual salary of the Superintendent for the fiscal year July 1, 2016 through June 30, 2017 shall be \$151,268.00. The annual salary of the Superintendent will be paid in equal monthly installments in accordance with the standard policy of the Board governing payment of professional staff members in the school division. The annual salary of the Superintendent will be adjusted commensurate with the general increase given to all professional staff in the school division as indicated in the annual budget for each year of the Agreement. In no event, however, shall any salary adjustment reduce the annual salary below the salary of the preceding fiscal year unless otherwise agreed to by the Superintendent and the Board in writing.
- b) Any adjustments to the annual salary for subsequent years during the Term of this Agreement shall be in writing and shall be in the form of an amendment or addendum to this Agreement.

## **EMPLOYEE LEAVE**

The Division Superintendent shall receive 30 days of annual leave exclusive of legal holidays (not cumulative) and 12 days of sick leave per annum. Unused earned sick leave (days accumulated less actual days used and days contributed to annuity) may be accumulated to a total of 60 days. Unused earned annual leave (days accumulated less actual days used and days contributed to annuity) may be accumulated to a total of 40 days. At the end of each Agreement year, the Board shall contribute to an annuity or deferred compensation plan agreed upon by the Board and the Superintendent an amount determined by multiplying the number of unused annual leave days earned in the division (not to exceed 10) and unused sick leave earned in the division (not to exceed 25% accrued) by the then existing daily rate, which as of the date of this Agreement is twenty-five dollars (\$25.00) per day, with all principal, interest and dividends accruing therefrom to be the property of the Superintendent. Only sick and annual leave days earned in the division may be eligible for payments into the eligible annuity. Sick leave days earned elsewhere and transferred into the division are not eligible for annuity plan payment. A maximum of 60 sick leave days may be transferred into the division. Transferred sick leave days may be used only after all sick leave days earned in this division have been used. It is understood that the language contained herein allows the Superintendent to accumulate and use 120 (60+60) sick leave days. The terms and conditions of this paragraph shall be applicable to each year of this Agreement.

If the Superintendent resigns for any reason other than retirement or is discharged by the Board for cause as described in Section XI, then no payments for unused sick leave or annual leave will be made.

## **VI**

### **AUTOMOBILE ENTITLEMENT**

The Board shall provide the Superintendent a travel allowance in the amount of Three Hundred Dollars (\$300.00) per month for the use of his personal vehicle for in-county business-related travel. The Board shall reimburse the Superintendent for out-of-county business-related travel in his personal vehicle at the same rates as provided for all employees.

## **VII**

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

The Board agrees to pay the total premium for family hospitalization, medical insurance and for the VRS group life insurance for the Superintendent. The Superintendent shall pay the member contribution to VRS as required by applicable law.

For each fiscal year of this Agreement, which commences July 1, the Board will make a contribution for the Superintendent's benefit to an annuity or deferred compensation plan agreed upon by the Board and the Superintendent in the amount of \$15,000.00 with all principal, interest and dividends accruing there from to be the property of the Superintendent. It is understood that the Superintendent may withdraw this amount in the month of July during each year of this Agreement in order to invest it in the selected plan.

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

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

The Superintendent shall be provided reasonable cell phone service.

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 Agreement. These benefits shall be provided in accordance with all applicable Board policies and procedures, as may be revised from time to time.

### **VIII** **EVALUATION**

The Superintendent shall provide to the Board, or accept from the Board, an instrument in accordance with state law and regulations to evaluate the Superintendent within three (3) months of assuming office. If the Superintendent provides an evaluation instrument to the Board, within thirty (30) days thereafter, the Board shall adopt a mutually agreed upon instrument to evaluate the Superintendent. If the Superintendent does not provide an instrument to the Board, the Board will adopt an instrument without input from the Superintendent. Using such instrument, the Board shall evaluate annually the Superintendent. Such evaluation must be completed at least three (3) months before the end of each fiscal year. The Board shall devote at least a portion of a scheduled Board meeting to conduct the Superintendent's evaluation and discuss the working relationship between the Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Superintendent during the subsequent year. All aspects of such discussions shall be treated confidentially by the Board and the Superintendent. Such discussions shall be held in a closed meeting so long as such closed meeting does not violate the laws of the Commonwealth of Virginia, specifically the Freedom of Information Act, Section 2.2-3700, et seq., Code of Virginia (1950), as amended.

### **IX** **CONTRACT RENEWAL**

At least six (6) months prior to the termination date of this Agreement (June 30, 2020), the Board and the Superintendent shall communicate to each other their intent with respect to renewal of the Agreement. Such communication shall be treated confidentially and shall be held in a closed meeting so long as such closed meeting does not violate the statutes of the Commonwealth of Virginia and specifically the Freedom of Information Act, Section 2.2-3700 et seq., Code of Virginia (1950), as amended. Nothing herein shall prohibit a mutually agreed upon dissolution of this Agreement.

Provided, however, that this Contract may not 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.

## **X**

### **OTHER WORK ACTIVITIES**

The Superintendent covenants and agrees to devote his time, skill, and labor during the Term of this Agreement toward the fulfillment of his duties pursuant to this Agreement. The Superintendent may, with prior approval by the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for compensation so long as such activities do not interfere with his duties under this Agreement. Pursuant to Section 22.1-66, Code of Virginia, as amended, the office of Superintendent shall be deemed vacant upon the Superintendent engaging in any other business or employment without such prior approval by the Board. The Superintendent, with prior approval by the Board, may attend appropriate professional meetings at the local, state, and national level which will be beneficial to his performance under this Agreement and/or which may enhance the operation of the Essex County Public Schools.

## **XI**

### **DISCHARGE**

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

The Board, upon request by the Superintendent, shall serve written charges and notice of hearing upon the Superintendent before taking any action to fine or remove the Superintendent. The Superintendent may in his sole discretion, be accompanied by and represented by legal counsel at all hearings held by the Board under this section provided that such expenses are incurred and paid by the Superintendent. The Superintendent may appeal to a court of competent jurisdiction any decision of the State Board of Education or the Board of this school division to assess a fine against him, to suspend him or to remove him from office.

In the event the Superintendent is terminated by the Board for a reason not enumerated in paragraph one of this section, all salary and benefits shall continue for a period of twelve (12) months from the effective date of such termination, or until June 30, 2020, whichever period is shorter. Such payment shall be considered liquidated damages, actual damages being difficult to quantify, and shall be in lieu of all other damages of every kind and nature that could be claimed by the Superintendent for any cause of action whatsoever.

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 Sections XI and XII of this Agreement.

## **XII** **VOLUNTARY RESIGNATION**

In the event the 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 Superintendent agrees to give the Board ninety (90) days written notice of such resignation; provided, however, that the 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 Board and the Superintendent.

## **XIII** **INDEMNITY**

The Board hereby indemnifies and holds harmless the Superintendent and/or his estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, in his individual capacity or in his official capacity, as agent and/or employee of the Board for any incident or activity arising out of and within the scope of his 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 his official authority.

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

## **XIV** **RESIDENCY**

The Superintendent shall establish and maintain legal residence in Essex County until this Agreement is terminated or expires. Failure to establish and maintain residency shall be good and sufficient cause to terminate this Agreement.

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

This Agreement is expressly subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and the policies of the Board. Any provision of this Agreement 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 Agreement. Additionally, if any provision of this Agreement is held void or invalid all remaining portions of this Agreement 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 Agreement shall be in writing and executed by both the Superintendent and the Board. Subject to the laws of the

Commonwealth of Virginia, the regulations of the State Board of Education, and policies of the Board, this constitutes the entire agreement between the parties.

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

The Superintendent shall be required to submit to an annual comprehensive physical examination by a licensed physician. The uninsured cost of such examination shall be paid by the Board.

The failure of the Superintendent to perform the obligations agreed to in this Agreement will be reported by the Board to the State Board of Education, and considered reason to terminate the Contract in accordance with Section XI, paragraph one of the Agreement.

### XVI CONTINGENCY

Employment of the Superintendent pursuant to this Agreement shall be contingent upon the Superintendent furnishing to the 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 State Board of Education.

In witness whereof, the Essex County School Board has caused this Agreement to be executed on its behalf by its Chairman in accordance with the action by the School Board authorizing such execution on August \_\_\_\_, 2016 and the Superintendent has executed this Agreement.

This Contract has been reviewed by Bradford A. King, Esq., on behalf of the School Board.

EXECUTED this 8<sup>th</sup> day of August, 2016.

Essex County School Board

By: Keren R. Ellis  
Chairperson

ATTEST:

Sharon S. Saunders  
Clerk, Essex County School Board

[Signature]  
Division Superintendent