

## **DIVISION SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS CONTRACT is made and entered into this 11<sup>th</sup> day of May, 2009, by and between the TAZEWELL COUNTY SCHOOL BOARD, hereinafter called the "Board", and BRENDA BARNETT LAWSON, hereinafter called the "Division Superintendent";

W I T N E S S E T H:

WHEREAS, at a regular meeting on December 8, 2008, the Board resolved to re-employ Brenda Barnett Lawson as the *Division Superintendent of the Tazewell County School Division* for four additional years commencing July 1, 2009 with all other contract terms and conditions unchanged from those contained in her present contract; and

WHEREAS, pursuant to the terms of her previous contract, the Division Superintendent's current yearly salary is \$111,211.00; and

WHEREAS, the Board and the Division Superintendent wish to enter into an agreement setting forth the terms of employment;

NOW THEREFORE, the Board and the Division Superintendent agree as follows:

### **I. TERM OF EMPLOYMENT**

The Board employs the Division Superintendent for a period commencing on July 1, 2009 and ending on June 30, 2013, unless sooner terminated by the Board or extended by further written agreement between the parties. Before undertaking her responsibilities hereunder the Division Superintendent shall take and subscribe to the oath required by the Code of Virginia Section 22.1-64.

## **II. SALARY AND BENEFITS**

A. The annual salary of the Division Superintendent shall be \$111, 211.00 per year, plus the percentage increase allowed licensed employees in subsequent years. The salary of the Division Superintendent shall be paid in equal monthly installments, as earned, in accordance with the standard policy of the Board governing payment of professional staff members within the school division.

B. The Board shall provide the Division Superintendent with an automobile for use in her official duties.

C. The Board shall pay the total premium for a single, dual or family health care plan as elected by the Division Superintendent. The Board shall not be responsible for any health, dental, optical or other medical costs not covered by the insurance provider. If a single or dual plan is selected, rather than a family plan, the difference in cost to the Board may be directed into a tax sheltered annuity on behalf of the Division Superintendent, in lieu of family coverage.

D. The Board shall pay VRS (employee contribution) and VRS group life insurance for the Division Superintendent as it does for all other full time employees of the Board.

E. The Board encourages the continuing professional growth of the Division Superintendent. The Board will pay all reasonable expenses incurred by the Division Superintendent for membership in and attendance at appropriate professional meetings held at the local, state or national levels, with prior Board approval.

F. The Division Superintendent shall receive a total of fifteen (15) days vacation per annum, not counting legal holidays. Unused earned annual vacation shall not be accumulated in excess of forty-five (45) days.

G. The Division Superintendent shall receive twelve (12) days sick leave per annum. Unused sick leave shall have unlimited accumulation.

H. The Division Superintendent shall receive three (3) days of personal leave per annum. Unused personal leave shall be converted to sick leave annually.

I. Upon retirement, all benefits payable under Board policy shall be extended to the Division Superintendent at the same rate as all other full-time employees.

### **III. EXPENSES OF THE DIVISION SUPERINTENDENT**

Pursuant to the Code of Virginia Section 22.1-67, the Board shall provide the necessary traveling and office expenses of the Division Superintendent. Detailed records of all such expenses shall be kept by the Division Superintendent. The Division Superintendent shall provide the records to the Clerk of the Board monthly, and to the Board and individual board members immediately upon request. Willful failure to provide detailed records to the Clerk, the Board or board members upon request may forfeit the right to reimbursement and may be cause for termination of her employment.

### **IV. DUTIES OF DIVISION SUPERINTENDENT**

The Division Superintendent shall serve as the chief administrative officer of the Tazewell County Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, and the By-laws, Regulations, Policies and directives of the Tazewell County School Board. The Division Superintendent shall devote her time, skill, labor and attention to her duties as the chief administrative officer of the Tazewell County Public Schools.

The duties of the Division Superintendent, with Board approval, shall include, but not necessarily be limited to, to the responsibility to organize, reorganize, and assign the teachers, administrative and supervisory staffs and other employees so that they best serve the Tazewell County Public Schools. The Division Superintendent shall recommend the assignment

of all personnel. The Board has the final authority to hire, assign, and fire all employees of the Tazewell County School system.

The Division Superintendent shall perform all duties that may be prescribed by the Board, the State Board of Education and Federal law.

The Division Superintendent or, in her absence or inability to attend, a person designated by her and approved by the Board, shall be present at all meetings of the Board except where a majority of the Board members vote to dispense with the attendance requirement at special Board meetings and where the Board is otherwise allowed by law, policy, regulation, or by-law to dispense with the attendance of the Division Superintendent or her designee.

The Division Superintendent shall provide a medical or psychiatric doctor's certification of her continuing mental and physical ability to perform the duties hereunder, upon request by the Board. If the Board should make such a request, the cost of the examination(s) shall be at Board expense.

#### **V. ANNUAL EVALUATION OF DIVISION SUPERINTENDENT**

The Board shall devote at least a portion of the last scheduled Board meeting in each fiscal year to an evaluation of the performance of the Division Superintendent, pursuant to the Code of Virginia Section 22.1-60.1 and a discussion of the working relationship between the Division Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria, which shall be used constructively by the Division Superintendent during the subsequent fiscal year. The discussions between the Board and the Division Superintendent shall be strictly confidential and shall not be disclosed unless authorized by a majority vote of the Board or ordered by a court of competent jurisdiction. Such discussions shall be held in Executive Session so long as such Executive Session does not violate

the statutes of the Commonwealth of Virginia and specifically the Virginia Freedom of Information Act, Code of Virginia Section 2.2-3700, et. seq.

**VI. OTHER ACTIVITIES OF THE DIVISION SUPERINTENDENT**

The Division Superintendent covenants and agrees to devote her time, skill, and labor, during the term of her contract, toward the fulfillment of her duties pursuant to her contract. The Division Superintendent may, with prior Board approval, undertake outside 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.

**VII. DISCIPLINE OR TERMINATION OF THE DIVISION SUPERINTENDENT**

In consultation with the Division Superintendent, the Board may develop written goals and specify a time frame for achievement of those goals. If said goals are not met within the specified time frame, such failure shall be cause for termination of the Division Superintendent.

In the event the Division Superintendent is assessed a fine, suspended from office for a limited period or removed from office by the Board, pursuant to Virginia Code Section 22.1-65, she may appeal the decision to fine, suspend or remove her from office to the Tazewell County Circuit Court limited to the issue of whether there was sufficient cause therefor.

In the event the Division Superintendent's employment with the Board is terminated, the Division Superintendent shall not file an action against the Board seeking injunctive relief to prevent her termination or ordering her reinstatement as Division Superintendent. In the event the Division Superintendent is terminated without cause, the Division Superintendent may only file an action against the Board for economic damages as a

result of her termination if it is determined to be without cause after a trial pursuant to Virginia Code Section 22.1-65.

The decision of the Judge as to cause for a fine, suspension or termination shall not be admitted into evidence in any subsequent legal or equitable proceeding between the Superintendent and the Board.

#### **VIII. INDEMNIFICATION OF DIVISION SUPERINTENDENT**

The Board shall indemnify and hold harmless the Division Superintendent and her estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Division Superintendent in her individual capacity or in her official capacity as agent or employee of the Board for any incident or activity arising out of the lawful performance of her duties during and within the scope of her employment as Division Superintendent. Such indemnity shall include costs and reasonable attorney fees for one attorney. The Division Superintendent shall give the Board immediate notice in writing of all actions, claims, demands, suits, damages, and legal proceedings brought or threatened against her. Failure to give the board reasonable notice of any such demand, claim, damage, suit, action, or legal proceeding may forfeit the right to indemnification.

Any action, claim, demand, suit or other legal proceeding brought or threatened against the Division Superintendent that arises from conduct outside the scope and course of her employment with the School Board or from any activity which is in direct contravention of any law of the Commonwealth of Virginia, or a regulation of the State Board of Education, or a policy, regulation, by-law or directive of the Board shall not be indemnified.

**IX. MISCELLANEOUS**


A. This contract is expressly subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and the policies, regulations, by-laws and lawful directives of the Board, except as modified herein.


B. If any provision of this contract is held void or invalid for any reason, 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.

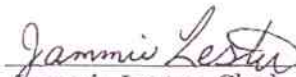
C. All changes, amendments and modifications to this contract shall be in writing and executed by both the Division Superintendent and the Board.

D. This written instrument contains the entire agreement between the parties.

Executed in duplicate on the 11<sup>th</sup> day of May, 2009.

By:   
Brenda Barnett Lawson, Ed.D.  
Division Superintendent

By:   
Michael Dennis, Chairman  
Tazewell County School Board

ATTEST:   
Jammie Lester, Clerk  
Tazewell County School Board