

CHARLOTTESVILLE CITY SCHOOLS
SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated September 2, 2021 for identification, is by and between the Charlottesville City School Board (hereinafter referred to as the "Board") and Dr. Royal A. Gurley, Jr. (hereinafter referred to as "Superintendent").

-WITNESSETH-

WHEREAS, the Board is required by state law to employ a Division Superintendent of its school division; and

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

WHEREAS, the parties wish to enter into an agreement (hereinafter "Agreement") setting forth the terms and conditions of employment of the Superintendent as Division Superintendent of the Charlottesville City Public Schools; and

WHEREAS, the Board, at a meeting lawfully held and convened September 2, 2021, authorized by recorded vote the appointment of the Superintendent as Division Superintendent of the Charlottesville City Public Schools in accordance with the terms and conditions of this Agreement.

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

I. TERM OF EMPLOYMENT

Pursuant to this Agreement, the Board hereby employs the Superintendent as Division Superintendent of the School Division for a term commencing on October 4, 2021 and expiring on June 30, 2025 (the "Term"), unless otherwise terminated by the Board or modified by mutual agreement of the parties or operation of law.

II. DUTIES OF THE SUPERINTENDENT

- A. The Superintendent agrees to serve as the full-time chief administrative officer of the Charlottesville City 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 lawful 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 position of Division Superintendent, 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 Charlottesville City 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 Charlottesville City 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 Charlottesville City Public Schools; shall from time to time suggest policies and administrative procedures deemed necessary for the proper functioning and operation of the Charlottesville City Public Schools; and in general perform all duties incident to the office of Division Superintendent as prescribed by Board policy and directive 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 the Charlottesville City Public Schools. The Board will promptly refer all criticisms, complaints, concerns, and suggestions to the Superintendent for investigation, study and response.

III. COMPENSATION

- A. Base Salary. Effective October 1, 2021, the Board shall pay the Superintendent an annual base salary of One Hundred Eighty Thousand Seven Hundred Sixty-Two Dollars and No Cents (\$180,762.00), which includes a doctoral supplement. The Superintendent's salary will be paid in equal installments in accordance with the policies and procedures of the Board in effect governing payment of full-time, twelve (12) month professional staff members in the Charlottesville City Public Schools. This annual base 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 may be adjusted by the Board in its sole discretion at this or any other time, provided that the adjusted salary shall not be less than the salary in the preceding fiscal year, except by mutual agreement of the parties. 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 to this Agreement.

- B. Relocation Reimbursement (one-time payments). Charlottesville City Schools will reimburse the Superintendent up to Three Thousand Dollars and No Cents (\$3,000.00) for relocation expenses incurred in his transition to Charlottesville. These expenses must be submitted to the Board for approval with appropriate supporting documentation such as receipts or other proof of payment. Eligible expenses for this reimbursement include moving services and supplies, truck rentals, temporary housing/lodging costs, and real estate closing costs. In addition, the Superintendent will be paid Ten Thousand Dollars and No Cents (\$10,000.00) to assist with the purchase of a home in Charlottesville. The \$10,000.00 payment is contingent upon the Superintendent closing on his residence within the Charlottesville City limits by July 1, 2022.
- C. Communication Equipment Stipend. The Superintendent shall be paid a stipend of \$100 per month for mobile phone expenses.

IV. BENEFITS

- A. In General. Except as otherwise expressly provided in this Agreement, the Superintendent shall be entitled to all benefits of employment available to 12-month administrative employees of the Board, including – but not limited to – annual, personal, and sick leave; VRS retirement program; VRS insurance protection; participation in deferred compensation program; and optional school division sponsored benefits. All such benefits shall be governed by the personnel policies and procedures of the Charlottesville City Public Schools now or hereafter in effect.
- B. Annual Leave. The Superintendent shall accrue annual leave at the maximum rate available to 12-month administrative employees of the Board, but no fewer than 18 days per year. The Superintendent shall also be entitled to carry over and use any unused annual leave to the same extent allowed for other 12-month administrative employees. At the termination of his employment for any reason, the Superintendent's accrued but unused annual leave up to a maximum of 60 days shall be paid to him at his then-existing per diem rate of pay.
- C. Health Insurance. During the term of this contract, the Board will pay the full premium cost of any health insurance plan and tier chosen by the Superintendent from those offered by the School System, including the family plan.

- D. Post-Retirement Health Insurance. If the Superintendent takes full retirement with the Virginia Retirement System while under contract with the Board or immediately following the end of the term of this Agreement, and subject to sufficient annual appropriations necessary for the Board to meet its obligations hereunder, then the Superintendent, upon such a retirement, may, at no cost to the Superintendent, elect to continue coverage under any plan and tier of health insurance being offered by the Board at that time. The post-retirement insurance coverage provided for herein shall continue for the shorter of seven years from the date of retirement or until such time as the Superintendent becomes eligible for Medicare.

V. AUTOMOBILE

The Board shall provide an automobile of its choosing for the Superintendent's use in the performance of his official duties as Division Superintendent during the Term. The Board shall retain ownership of this vehicle and shall be responsible for the costs of titling, registration, and insurance. In addition, the Board shall be responsible for the cost of fuel to operate this vehicle in the performance of the Superintendent's official duties. The Superintendent agrees that this vehicle shall not be employed for personal use or transportation outside City limits with the exception of school business travel and the commute from his temporary residence if outside the City limits. The Superintendent further agrees that it shall be turned over to the Board in the event of his separation from employment. The Superintendent shall be solely responsible for any tax liability arising out of his use of such vehicle.

VI. REIMBURSEMENT OF EXPENSES

- A. The Board agrees to pay on behalf of the Superintendent the reasonable, actual and necessary expenses incurred by him for non-local travel, lodging and meals in his capacity as Division Superintendent in connection with meetings and functions. 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 Chair in writing before attending professional or business meetings or conferences outside the Commonwealth of Virginia. An email to the Board Chair may satisfy the written notice requirement.

- B. The Superintendent agrees to submit to the Board, on at least a semi-annual basis, a written report that details (a) his annual, personal, 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.

VII. EVALUATION

- A. Pursuant to Va. Code § 22.1-60.1, the Board shall evaluate the performance of the Superintendent annually in accordance with School Board policy. The parties agree that the evaluation criteria shall be consistent with the performance objectives set forth in the most recent version of the “Guidelines for Uniform Performance Standards and Evaluation Criteria for Superintendents” adopted by the State Board of Education.
- B. The Board will conduct performance reviews of the Superintendent at least annually during the Term. In its discretion, the Board may conduct additional performance reviews as it deems necessary during the Term. Except as expressly provided in School Board policy and to the extent permitted by law, the Superintendent's evaluations shall be conducted in a confidential manner and shall take place in a closed meeting. With the exception of information that is released or disclosed pursuant to School Board policy or as required by law, the results of the Superintendent's evaluation shall be maintained in a confidential manner and shall be exempt from disclosure to the extent permitted by law.

VIII. QUALIFICATIONS OF THE SUPERINTENDENT

This Agreement shall at all times be contingent upon the Superintendent maintaining legal qualifications to serve as Division Superintendent in accordance with the laws of the Commonwealth of Virginia and regulations established by the State Board of Education.

IX. RENEWAL

On or before July 1, 2024, the Board and the Superintendent agree to communicate to each other their respective intent regarding renewal of this Agreement. This communication may occur in a closed meeting to the extent permitted by law, or the parties may agree to communicate their intent regarding renewal in writing. It is understood and agreed that such communications of intent shall not be binding upon

either party. Nothing herein shall prohibit the parties from agreeing upon a mutual extension or termination of this Agreement prior to the expiration of the Term.

X. OTHER WORK OR ACTIVITIES

The Superintendent agrees to devote his time, skill, and labor 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 without the prior approval of the Board Chair. It is understood, however, that such prior approval shall not be unreasonably withheld, so long as the Superintendent engages in such outside work on his own time and/or uses annual leave and that such work does not interfere in any way with his duties and responsibilities as Division Superintendent. For the purposes of this Article “compensation” means any form of payment, reimbursement, honoraria, stipend, or benefit.

XI. INDEMNITY

- A. To the extent permitted by law, the Superintendent shall be indemnified and held harmless from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, in his official or individual 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 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. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against demands, claims, suits, actions, and legal proceedings.
- B. The indemnification set forth in Article XI(A) is contingent upon the Superintendent notifying the Chair of the Board and the Board’s Attorney within seventy-two (72) hours of actual written notice of any demands, claims, damages, suits, actions or legal proceedings that may be instituted against him. The Superintendent shall provide a copy of any related documentation to the Chair of the Board and the Board’s Attorney and must fully cooperate in the defense of such matters.

XII. FITNESS OF THE SUPERINTENDENT

If at any time during the Term the Board has reason to believe that the Superintendent is physically or mentally incapable of performing his obligations under this Agreement, the Board may request a Certificate of Fitness from an appropriate health professional agreed to by the parties. The examination will be conducted with fifteen (15) days of formal request by the Board and will be at the expense of the Board. The Certificate of Fitness must be provided by the Superintendent to the Board within five (5) days of the date of 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. The Superintendent will sign any documents or waivers necessary to provide this information to the Board. The Board may also require the Superintendent to comply with any other rules applicable to other employees that govern fitness for work.

XIII. DISCHARGE

- A. The Superintendent, in accordance with Va. Code § 22.1-65, may be assessed a reasonable fine, suspended from office for a limited period of time, or removed from office by either the State Board of Education or the Board for sufficient cause. Sufficient cause may include, but is not limited to, material breach of this Agreement, forfeiture of office, immorality, willful non-compliance with school laws and regulations, willful non-compliance with Board policies and regulations, conviction of a felony or a misdemeanor (or an equivalent offense in another state or under federal law), or any other good and sufficient cause which renders the Superintendent unfit to continue his duties. In the event the Superintendent is terminated for cause, all salary and benefits as provided in this Agreement shall cease as of the effective date of such termination.
- B. The Superintendent may be terminated by the Board with or without sufficient cause. Termination without sufficient cause requires sixty (60) days prior written notice to the Superintendent. In the event the Superintendent is terminated by the Board before June 30, 2022, without sufficient cause (for a reason not set forth in Article XIII(A)), the Superintendent shall be entitled only to his salary and benefits for a period of six (6) months from the effective date of such termination ("Six-Month Severance Period"). In the event the Superintendent is terminated by the Board on or after July 1, 2022, without sufficient cause, the Superintendent shall be entitled only to his salary and benefits for a period of twelve (12) months from the effective date of such termination, or until June 30, 2025, whichever period is shorter ("Twelve-Month Severance Period"). At the Board's election, this payment may be made in a single lump sum or in equal installments. Such payment shall be

considered liquidated damages, actual damages being difficult to quantify and ascertain, 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, whether under state or federal law, related to, concerning, or arising from the termination. To the extent any required payments cannot be made into the Superintendent's VRS retirement plan during either the Six-Month Severance Period or the Twelve-Month Severance Period, an equal amount for such retirement benefit shall be paid into a deferred compensation plan as designated by the Superintendent.

- C. This Agreement shall terminate upon the death, disability, or retirement of the Superintendent, or by mutual consent of the parties. The term "disability" shall mean any physical or mental disability, or both, which renders the Superintendent unable to competently fulfill his duties and responsibilities hereunder, reasonably expected to be of not less than twelve (12) months' duration.
- D. In accordance with applicable provisions of law and Board policy, the Board may terminate the Superintendent's employment for sufficient cause. In the event that the Superintendent is dismissed for cause, all salary and benefits shall terminate as of the effective date of dismissal. The Superintendent shall be entitled to payment for accrued annual leave.
- E. 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 Article XIV of this Agreement.

XIV. VOLUNTARY RESIGNATION

- A. In lieu of termination, the Board may request in writing, upon sixty (60) days' prior notice, that the Superintendent resign. In such event, the Superintendent agrees to submit his resignation but shall be entitled to the same severance payment set forth in Article XIII(B), under the same conditions.
- B. 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 shall cease as of the effective date of such resignation, except that the Superintendent shall be entitled to payment for accrued annual leave as specified in Article IV(B) above and payment – if otherwise eligible – of health insurance coverage or payments in lieu of coverage as specified in Section IV(D) above. 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.

XV. OTHER TERMS AND CONDITIONS

- A. By no later than July 1, 2022, the Superintendent will establish residency in the City of Charlottesville and will reside in the City at all times during the Term. Failure to establish and maintain residency in the City of Charlottesville will constitute sufficient cause for termination of this Agreement; provided, however, that the Board may, in its sole discretion, agree to delay the effective date of this requirement.
- B. During the Term, the Superintendent agrees that in the event he applies for or receives any offers of employment for similar positions, he will immediately notify the Board if he becomes a finalist for such position.
- 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.
- D. 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.
- E. All changes, amendments, and modifications to this Agreement shall be in writing and executed by the parties.
- F. This Agreement is expressly subject to, and shall be construed under, the laws of the Commonwealth of Virginia. Any provision of this Agreement that is contrary to or violative of such statutes or regulations shall be void and such statutes and regulations shall control and supersede any such invalid provision of this contract. If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal in the Commonwealth of Virginia, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.
- G. Any dispute related to this Agreement that cannot be resolved by the parties after reasonably diligent efforts may be brought solely in the Charlottesville City Circuit Court. The Board and the Superintendent irrevocably waive all rights to trial by jury for any disputes arising out of this Agreement.
- H. This Agreement shall be binding upon and inure to the benefit of the lawful successors of the parties and shall not be assigned or otherwise transferred.
- I. Nothing in or by virtue of this Agreement shall be regarded or construed as any waiver by the Board or by the Superintendent of sovereign or other immunities afforded at law.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by its Chair in accordance with action by the Board on September 2, 2021, authorizing such execution, and the Superintendent has executed this Agreement.

AGREED:

SUPERINTENDENT

**CHARLOTTESVILLE CITY SCHOOL
BOARD**

Dr. Royal A. Gurley, Jr.

Lisa Larson-Torres, Chair

Date

Date

ATTEST:

Clerk, Charlottesville City School Board