6/23/23

SECOND ADDENDUM TO
SUPERINTENDENT'S CONTRACT

WHEREAS, on the _14__ day of June, 2021, **THE ESSEX COUNTY SCHOOL BOARD,** a body politic and corporate located in Tappahannock, Virginia, hereinafter called the "Board," and **DR. HARRY R. THOMAS, III,** hereinafter called the "Superintendent," entered an employment agreement (the "Contract") by which the Board agreed to employ the Superintendent and the Superintendent agreed to provide services to the Board as outlined in the Contract; and

WHEREAS, at its regularly scheduled meeting held on June 13, 2022, the Board by majority vote approved a written Amendment to the Contract ("First Addendum"); and

WHEREAS, at its regularly scheduled meeting held on June _14__, 2023, the Board by majority vote approved a second written Amendment to the Contract ("Second Addendum");

NOW, THEREFORE, the parties agree to amend the Contract, only as is set forth in this Second Addendum, with all other terms and conditions of the original Contract as amended to be given full force and effect.

Subparagraph IV(a) of the Contract, regarding the Superintendent's compensation, is deleted in its entirety and replaced with the following new Subparagraph IV(a):

IV. COMPENSATION

(a) The annual salary of the Superintendent for the fiscal year July 1, 2023, through June 30, 2024, shall be $177,366.00. 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 and prorated if this Contract is initiated on a date other than July 1. The annual salary of the Superintendent may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Agreement. Annual salary increases for the Superintendent shall equal no less than the average increase approved by the Board for Administrative personnel for the corresponding fiscal year unless the Superintendent has received an unsatisfactory performance evaluation. In no event, however, shall the 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.

Paragraph XIV of the Contract, regarding the Superintendent's Residency, Moving Expenses and Relocation Allowance, is deleted in its entirety.

The above revisions to Subparagraph IV(a) and Paragraph XIV are the sole revisions to the Contract. The parties have reviewed, understand and agree to the above revisions to the Contract.

The Essex County School Board

By _____ Date: 6 / 23 / 2023
Raymond Whitaker
Chairperson

Dr. Harry R. Thomas, III Date: 6 23 23

_____
Superintendent

SUPERINTENDENT CONTRACT

THIS CONTRACT (hereinafter referred to as "Agreement"), made and entered into on 6/14, 2021 by and between the Essex County School Board, party of the first part, hereinafter called "Board"; and Harry R. Thomas III, Division Superintendent, party of the second part, hereinafter called "Superintendent."

-WITNESSETH-

WHEREAS, the Board at its regularly scheduled meeting on June 14, 2021, resolved to employ Harry R. Thomas III as the Superintendent of the Essex County Public School Division for the period commencing July 1, 2021 and ending June 30, 2025; and

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 JUNE 8, 2019

The Board and the Superintendent hereby mutually agree that the Employment Contract of June 8, 2019, as amended on June 22, 2020 ("First Addendum")(together "the Contract of June 8, 2019") shall be terminated and this Contract shall supersede and replace the Contract of June 8, 2019, effective July 1, 2021. All terms and provisions of the Contract of June 8, 2019 shall remain effective through June 30, 2021.

II

TERM OF EMPLOYMENT

The Board employs the Superintendent for a period from July 1, 2021 to June 30, 2025. 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.

FIRST ADDENDUM TO
SUPERINTENDENT'S CONTRACT 6/13/2022

WHEREAS, on the 14th day of June, 2021, **THE ESSEX COUNTY SCHOOL BOARD,** a body politic and corporate located in Tappahannock, Virginia, hereinafter called the "Board," and **DR. HARRY R. THOMAS, III,** hereinafter called the "Superintendent," entered an employment agreement (the "Contract") by which the Board agreed to employ the Superintendent and the Superintendent agreed to provide services to the Board as outlined in the Contract; and

WHEREAS, at its regularly scheduled meeting held on June 14, 2022, the Board by majority vote approved a written Amendment to the Contract ("First Addendum");

NOW, THEREFORE, the parties agree to amend the Contract, only as is set forth in this First Addendum, with all other terms and conditions of the original Contract to be given full force and effect.

Paragraph IV(a) of the Contract, regarding the Superintendent's compensation, is deleted in its entirety and replaced with the following new paragraph IV(a):

IV. COMPENSATION

(a) The annual salary of the Superintendent for the fiscal year July 1, 2022, through June 30, 2023, shall be $172,200. 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 and prorated if this Contract is initiated on a date other than July 1. The annual salary of the Superintendent may be adjusted or increased by amendment for any subsequent fiscal year during the term of this

Agreement. Annual salary increases for the Superintendent shall equal no less than the average increase approved by the Board for Administrative personnel for the corresponding fiscal year unless the Superintendent has received an unsatisfactory performance evaluation. In no event, however, shall the 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.

The above revision to subparagraph IV(a) is the sole revision to the Contract. The parties have reviewed, understand and agree to the above revision to the Contract.

The Essex County School Board

By _____ Date: 6/13/2022
Raymond Whitaker
Chairperson

Dr. Harry R. Thomas, III Date: 6/13/2022

_____
Superintendent

Attest:

_____
Clerk, Essex County School Board

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 Virginia 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 operation of the Essex County Public Schools; and in general perform all duties incident to the office of 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 fully, promptly and completely 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, 2021 through June 30, 2022 shall be $164,000. 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 and prorated if this contract is initiated on a date other than July 1. The annual salary of the Superintendent may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Agreement. Annual salary increases for the Superintendent

shall equal no less than the average increase approved by the Board for Administrative personnel for the corresponding fiscal year unless the Superintendent has received an unsatisfactory performance evaluation. In no event, however, shall the 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.

(c) In addition, for each completed fiscal year of this Agreement, which commences July 1, the Board will make a contribution in an amount equal to 12% of the Superintendent's then-current base salary, paid monthly, for the Superintendent's benefit to an annuity or deferred compensation plan agreed upon by the Board and the Superintendent with all principal, interest and dividends accruing therefrom to be the property of the Superintendent. The Board and the Superintendent also agree that the contribution is not conditional, the contribution would have otherwise been included in the Superintendent's taxable income, and the Superintendent acknowledges that he has elected the deferral. The Board and the Superintendent further 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. For purposes of creditable compensation for VRS, the Board shall use the base salary as provided in this Section III.

V

ANNUAL LEAVE AND SICK LEAVE

The Division Superintendent shall receive 18 days annual leave (exclusive of holidays recognized by the school division) and 12 days sick leave per annum. Unused earned sick leave (days accumulated less actual days used, and days contributed to the annuity described below) 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 the deferred compensation plan set forth in Section IV 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 (as established in Board policy). Only sick and vacation days earned in the division are eligible for payments into an annuity. Sick days earned elsewhere and transferred into the division are not eligible for annuity plan

payment. A maximum of 60 sick days may be transferred into the division. Transferred sick days may be used only after all sick days earned in this division have been used. The terms and conditions of this paragraph apply to each year of this Agreement.

Upon separation from employment by the Board, the Superintendent shall be entitled to a leave pay-out only as established by Board policy.

VI
TRAVEL ALLOWANCE

Recognizing that the Superintendent shall be on call to perform duties pursuant to this Contract on behalf of the Board during and after generally recognized business hours, and that the Superintendent shall utilize his personal vehicle in the performance of such duties, the Board shall pay the Superintendent a monthly travel allowance in the amount of $200.00.

VII
PAYMENT OF OTHER BENEFITS AND EXPENSES

(a) The Board agrees to pay the full employer and employee share of health insurance benefits costs for the Superintendent for any plan the Superintendent chooses from those plans the Board offers to other full-time employees.

(b) 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 for attendance at appropriate professional meetings held at the local, state and national levels.

(c) The Superintendent shall be provided reasonable cell phone service.

(d) 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 3 months of assuming office. If the Superintendent provides an evaluation instrument to the Board, within thirty 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 6 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 School 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, including the Virginia Freedom of Information Act, Va. Code § 2.2-3700 et seq.

IX

CONTRACT RENEWAL

At least six months prior to the termination date of this Agreement (June 30, 2025), the Board and Superintendent shall communicate regarding renewal of the Agreement. Such communications 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, Va. Code § 2.2-3700 et. seq. 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 OR 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 written 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 Va. Code § 22.1-66, 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

(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 Virginia Board of Education or the Board for sufficient cause. In the event the Superintendent is terminated for sufficient cause pursuant to Va. Code § 22.1-65, 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 Va. Code § 22.1-296.1 (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 Virginia Board of Education or the Board to assess a fine against him, to suspend him or to remove him from office.

(b) In the event the Superintendent is terminated by the Board for a reason not enumerated in subsection (a) of this Section, the Superintendent will receive an amount corresponding to the total of the following payable for twelve (12) months from the effective date of such termination or until June 30, 2025, whichever period is shorter: salary payable pursuant to subsection (a) of Section IV of this Agreement and health insurance benefits payable pursuant to subsection (a) of Section VII of this Agreement, but no other benefits. Such payment shall be considered liquated 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.

(c) 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 Section 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 Va. Code § 22.1-83.

XIV
RESIDENCY, MOVING EXPENSES AND RELOCATION ALLOWANCE

The Superintendent shall establish legal residency in Essex County by not later than September 30, 2021, and shall maintain legal residency in Essex County until this agreement is terminated or expires. Failure to establish and maintain such legal residency

by September 30, 2021 without prior approval by the Board 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.

The Superintendent agrees that during the term of this Agreement he will not interview for any other position of employment without first notifying the Board of his intent to do so. The Superintendent's failure to comply with this provision shall constitute sufficient cause for his discharge as provided for in Section XI of this Agreement.

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

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

The Superintendent shall receive an annual comprehensive physical examination by a licensed physician. Any portion of the cost of such examination which is not covered by the division's insurance plan will be paid by the Board, not to exceed $250.

The failure of the Superintendent to perform the obligations agreed to in this Agreement will be reported by the Board to the Virginia Board of Education and considered reason to terminate the contract in accordance with Section XI, paragraph (a) of the Agreement.

XVI

CONTINGENCY

Employment of the Superintendent pursuant to this Agreement is 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 Virginia 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 action by the School Board authorizing such execution on June 14, 2021, and the Superintendent, has executed this Agreement.

This contract has been reviewed by Bradford A. King, Esq., on behalf of the School Board and by R. Craig Wood, Esq., on behalf of the Superintendent.

EXECUTED this 14th day of June, 2021.

Essex County School Board

By: Dexise M. Hammond
Chairman

ATTEST:

Sharon S. Saunders
Clerk, Essex County School Board

Division Superintendent