

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This **CONTRACT**, made and entered into this 15th day of August 2022, by and between the County School Board of Chesterfield County, Virginia (hereinafter called "Board") and Mervin B. Daugherty (hereinafter called "Division Superintendent.")

**WHEREAS**, the Board at its meeting on November 10, 2020, resolved to employ Mervin B. Daugherty as the Division Superintendent of the Chesterfield County Public School Division for a period commencing December 1, 2020 and ending June 30, 2024, and

**WHEREAS**, the Board and the Division Superintendent mutually wish to terminate that appointment effective August 31, 2022; and

**WHEREAS**, the Board and the Division desires to reappoint the Division Superintendent for a term commencing September 1, 2022 and ending. June 30, 2026.

**WHEREAS**, the parties wish to describe specifically their relationship and mutual obligations in the operation of the Chesterfield County Public School Division;

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged, the Board and the Division Superintendent agree as follows:

I.

**TERM OF EMPLOYMENT**

The Board hereby employs the Division Superintendent and the Division Superintendent hereby accepts employment as Division Superintendent of the Chesterfield County Public School division for a term commencing September 1, 2022, and ending June 30, 2026.

II.

**RESPONSIBILITIES AND AUTHORITY**

The Division Superintendent shall serve as the chief executive and educational leader of the Chesterfield County Public School division, and he shall have responsibility for the administration of the schools. In undertaking his duties, he shall comply with the laws of the Commonwealth of Virginia, the regulations of the Board of Education, the policies of the Board, and the legal directives of the Board. The Division Superintendent will devote his time, skill, labor and attention to his duties as the chief executive officer of the Chesterfield County Public School division. The duties, responsibilities and authority of the Division Superintendent shall be as outlined in School Board Policy.

III.

**SALARY**

The Board shall continue to pay the Division Superintendent his current salary of **\$253,720.95** per fiscal year with annual increases and bonus payments equal to the percentage increase and bonus payments afforded senior management personnel. In addition, the Board may adjust or increase the Division Superintendent's annual salary in any subsequent fiscal year during the term of this Contract. Any such adjustment or increase shall be in writing in the form of an amendment or addendum to this Contract pursuant to Section XIV. The annual salary of the Division

Superintendent will be paid in equal installments in accordance with the standard policy of the Board governing payment of professional staff members in the School Division.

#### IV.

#### BENEFITS

The Superintendent shall also be entitled to the following benefits:

- (i) all benefits applicable to 12-month administrative employees unless otherwise specified in this Contract;
- (ii) vacation and sick leave, accrued in the same manner as all 12-month administrative employees with more than 10 years job-related experience, in accordance with the standard policy of the Board governing vacation and sick leave;
- (iii) payment of the Division Superintendent's actual, reasonable business-related cellular telephone expenses;
- (iv) health insurance in the same fashion as such benefits are made available to other employees of the school division;
- (v) for the duration of this Contract, provision to the Division Superintendent of a disability insurance program, either by purchasing the same or through self-insurance, which program guarantees 100 percent (100%) of his salary until the disability is removed or this agreement expires, whichever occurs first, if the Division Superintendent, due to illness or accident (whether occurring on the job or elsewhere) is disabled and unable to carry out his duties. In the case of a disability, the Division Superintendent's accumulated sick leave and vacation leave will be

applied to maintain his salary and when such leave is exhausted, disability coverage provided herein shall commence.

- (a) The Division Superintendent shall submit to an annual comprehensive medical examination to be performed by a doctor licensed to practice medicine in Virginia. The Board shall reimburse the Division Superintendent for actual costs of the annual medical examination not to exceed \$300.00. A statement certifying that the Division Superintendent is able to carry out the duties of his office shall be filed by the examining physician with the Board and treated as confidential personnel information by the Board;
- (b) If the annual or other medical evaluation indicates that a disability will prevent the Division Superintendent from performing his duties for a period of three (3) consecutive months or more (a "Disability"), the Board may, at its option and in its sole discretion, either temporarily or permanently, replace the Division Superintendent.
- (c) If the Division Superintendent is determined to be unable to continue service due to a disability, the provision of the disability insurance required under Section IV shall still apply.
- (d) If the annual or other medical evaluation indicates that a disability will prevent the Division Superintendent from performing his duties for less than three (3) consecutive months and if the Division Superintendent does not have sufficient accrued unused leave to cover his absence, the disability insurance provisions shall apply and his health and life insurance shall remain in effect during the period of such absence.

- (e) If a question arises concerning the capacity of the Division Superintendent to perform his duties or to return to his duties, the Board may require the Division Superintendent to submit to a medical examination separate from that examination required in Section IV(v)(a) above to be performed by a doctor licensed to practice medicine in Virginia. The Board and the Division Superintendent shall mutually agree upon the doctor who shall conduct the examination. The examination shall be conducted at the expense of the Board. The doctor shall limit his report to the issue of whether the Division Superintendent has a continuing disability, that prohibits him from performing his duties. As to this issue, the physician's report shall be final, and if the Division Superintendent shall be found able to perform or resume his duties, he shall do so within ten working days of the issuance of the doctor's report.
- (f) Nothing herein above set forth shall prohibit or limit the Board's right to seek the termination of the Contract under Section X, herein below set forth.
- (vi) The Division Superintendent, upon his retirement from the School Division, shall be entitled to the same coverage under the Board-sponsored health insurance plan available to other retirees based on the effective date of his employment and the effective date of his retirement in accordance with the standard policy the Board governing retirement of professional staff members in the School Division.

V.

**AUTOMOBILE ALLOWANCE**

In addition to his salary, during the term of his employment the Board shall pay the Division Superintendent an automobile allowance of \$1,200.00 per month for the lease or purchase, use, maintenance, insurance, fuel and other costs of a motor vehicle for transportation for School Division business. The Division Superintendent may also use the vehicle for private travel as well as travel required by the performance of his official duties. The amount of the allowance may be considered salary as defined by the Internal Revenue Code. The Division Superintendent is responsible for reporting such income and for paying all taxes due on such payments.

VI.

**PROFESSIONAL DEVELOPMENT**

The Board encourages professional growth of the Division Superintendent and participation in civic and service organizations. Therefore, the Board will pay for the Division Superintendent's membership in the Virginia Association of School Superintendents and the American Association of School Administrators.

- (i) The Board, upon prior approval by the Board Chair, shall pay all reasonable expenses incurred by the Division Superintendent for membership in and attendance at meetings of appropriate professional and civic organizations;
- (ii) The Board, upon prior approval by the Board Chair, shall pay all reasonable expenses submitted to it as incurred by the Division 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;

- (iii) Notwithstanding the provisions of Section II, the Division Superintendent, upon prior approval of the Board, may engage in and receive remuneration for consultative work, writing, lecturing, or public speaking consistent with his professional and occupational status, so long as (1) such activities do not interfere with his responsibilities and performance as Division Superintendent; and (2) Division Superintendent engages in such activities only while on prior approved leave from his duties as Division Superintendent. The Division Superintendent shall keep the Board informed of these outside activities. In no such instance, however, shall the Board be responsible for any expense attendant to the performance of such outside activities.

## VII.

### CRITICISM AND EVALUATION

Recognizing that communication between the Board and its individual members and the Division Superintendent is critical, the Board and its members shall endeavor to refer all concerns pertaining to the administration of the school system and all criticisms, complaints and suggestions concerning the school system and its employees to the Division Superintendent for study and recommendation. The Division Superintendent shall endeavor to keep the Board informed of any matters arising on the national, state or local level which may substantially affect the school system.

The Board and the Division Superintendent shall conduct interim and annual evaluations where the Board will give feedback to the Division Superintendent and the Superintendent has the opportunity to give feedback to the Board.

The evaluation instrument in effect at the time of the execution of this Contract shall remain in effect if neither the Board nor the Division Superintendent proposes a new evaluation instrument

within 90 days of the effective date of this Contract. If the Division Superintendent and the Board are unable to agree upon an evaluation instrument, the Board will adopt an instrument to be used in evaluating the Division Superintendent. Using such an instrument, the Board shall evaluate annually the Division Superintendent for the prior school year no later than October 31st with an interim evaluation after six months, per School Board Policy 2040. The Board shall devote at least a portion of a scheduled Board meeting each fiscal year to conduct the Division Superintendent's evaluation and discuss the working relationship between the Division Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Division Superintendent during the subsequent year.

In the event the Board determines that the performance of the Division Superintendent is unsatisfactory in any respect, it shall describe, in reasonable detail, specific instances of unsatisfactory performance and include recommendations for improvement. 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 to the extent permitted by law. Any documentation related to the evaluation of the Division Superintendent or his response may be placed in his personnel file.

Following the annual evaluation process, the Division Superintendent shall bring the Board together for the purpose of establishing a shared vision of the evaluation feedback and performance of the Division Superintendent no later than one month following the annual evaluation.

## **VIII**

### **QUALIFICATION**

The Division Superintendent will furnish to the Board, during the term of this Contract, evidence that he is legally qualified to serve as Division Superintendent in accordance with the laws



of the Commonwealth of Virginia and the regulations of the State Board of Education. Employment of the Division Superintendent shall be contingent upon such qualification.

## **IX**

### **CONTRACT RENEWAL**

The Division Superintendent shall be eligible for reappointment in accordance with law. It is the intent of both parties to provide appropriate and ample notification with respect to the renewal of this Contract for another term. Twenty-four (24) months prior to the expiration of this Contract, each party shall communicate to the other its or his non-binding intent with respect to the renewal of the Division Superintendent's Contract. All respects of such discussion of the renewal of the Superintendent's employment shall be treated confidentially and shall be held in closed meeting to the extent permitted by law. With mutual consent, both parties may agree to the Contract renewal at any time. This Contract may not, however, 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.**

### **TERMINATION**

- (i) This Contract shall terminate upon the death or retirement of the Division Superintendent or by mutual consent of the parties or upon the Disability of the Division Superintendent as defined in Section IV.
- (ii) The Board may remove the Division Superintendent for cause in accordance with applicable laws, rules and regulations. The Division Superintendent shall have the right to written concerns and a hearing before the Board prior to his removal. The Division Superintendent may be represented by legal counsel at the hearing, at his own expense.

In the event the Division Superintendent is dismissed for cause, all salary and benefits shall cease as of the effective date of such termination.

- (iii) The Board may remove the Division Superintendent without cause beginning one year after the effective date of this Contract. In such event, the Board shall pay an amount equal to all salary, compensation and benefits that would have been due to the Division Superintendent under this Contract for a period of twelve (12) months from the effective date of such termination, to be paid in equal installments in accordance with the standard policy of the Board governing payment of professional staff members in the School Division.

## **XI.**

### **VOLUNTARY RESIGNATION**

In the event the Division Superintendent voluntarily resigns, all salary and benefits such as unused vacation and sick leave shall cease as of the effective date of such resignation. The Division 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 and all of the ninety-day notice requirement.

## **XII.**

### **INDEMNITY**

To the extent permitted by law, the Board shall indemnify and hold harmless the Division Superintendent from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Division Superintendent in his individual capacity or in his official 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 action of the Division Superintendent related to such

demands, claims, damages, suits, actions, legal proceedings, and attorneys' fees 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 accordance with the Chesterfield County Risk Management Plan in matters relating to the Division Superintendent's official duties within the scope of his employment, and legal counsel for the Division Superintendent as is provided to all employees in accordance with Va. Code § 22.1-83.

### **XIII.**

#### **RESIDENCY REQUIREMENT**

The Division Superintendent shall reside in Chesterfield County, Virginia for the duration of this Contract.

### **XIV.**

#### **AMENDMENTS**

- (i) All changes, amendments and modifications to this Contract shall be in writing and executed by both the Division Superintendent and the Board.
- (ii) Subject to the laws of the Commonwealth of Virginia, the regulations of the Board of Education, and the policies of the Board, this constitutes the entire agreement between the parties, and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representation or agreement shall in any way affect the terms of this written agreement.

**IN WITNESS WHEREOF**, the County School Board of Chesterfield County, Virginia has caused this Contract to be signed on its behalf by its Chair and attested by its Clerk, and Mervin B. Daugherty has hereunto set his hand and seal the day and year first above written.

**SCHOOL BOARD OF CHESTERFIELD  
COUNTY, VIRGINIA**

By: Ann C Coker  
**Ann C. Coker, Chair**  
Chesterfield County School Board

ATTEST: Elke G. Namola  
**Elke G. Namola, Clerk**  
Chesterfield County School Board

Mervin B. Daugherty (Seal)  
**Mervin B. Daugherty, Ed.D.**  
Division Superintendent



WCR - 7/13/2022

