

**CONTRACT OF EMPLOYMENT**  
**SUPERINTENDENT OF SCHOOLS**

**THIS CONTRACT**, having been approved in principle by the School Board of the City of Portsmouth, Virginia, hereinafter called "Board," on December 18, 2014, and approved in final on January 29, 2015, by and between the Board and Dr. Elie Bracy, III, hereinafter called "Superintendent," sets forth the term and conditions of the Superintendent's employment by the Board.

**I**  
**TERM OF EMPLOYMENT**

The Board agrees to employ the Superintendent from February 16, 2015 through June 30, 2018, pursuant to the terms hereof.

**II**  
**QUALIFICATIONS**

The Superintendent represents to the Board that he is legally qualified to serve as superintendent of schools in accordance with the laws of the Commonwealth of Virginia and the regulations of the State Board of Education. The Superintendent shall, throughout the term of his employment furnish to the Board, upon demand, evidence of his continued qualifications to serve as Superintendent.

**III**  
**RESIDENCY**

During the term of this Contract, the Superintendent shall maintain his domicile and legal residence in the City of Portsmouth, Virginia. Failure to maintain such domicile and legal residence shall be good and sufficient cause to terminate this contract:

1. The Superintendent shall establish a domicile and residence for himself and his family in the City of Portsmouth, Virginia, no later than August 15, 2015.
2. In order to facilitate the Superintendent's move with his family, the Board will provide moving expenses which shall be payable by separate allotment when said expenses are incurred as long as they are incurred in establishing the domicile and residence contemplated herein no later than August 15, 2015. The Superintendent will submit three competitive bids that will include self and/or custom packing estimates. The Board or its designee reserves the right of selection.
3. The Board has agreed to provide to the Superintendent, for the period until he establishes the domicile and residence contemplated herein, said period

to expire no later than August 15, 2015, a housing allowance in the sum of \$1,850.00 payable monthly to the landlord by separate allotment.

**IV**  
**SALARY**

The annual salary of the Superintendent shall be \$215,000.00 per year, beginning February 16, 2015. Beginning July 1, 2016 and annually thereafter on July 1st, the Superintendent's salary shall be increased by a percentage equal to the average of the percentage increases, if any, given to teachers and to non-certificated personnel, provided that the Superintendent has received a satisfactory performance evaluation. Any salary increase shall become effective on the same date as salary increases for professional staff members of the Division. The Board may at its discretion consider additional increases to the Superintendent's salary, or in the event of an unsatisfactory evaluation, decreases in salary. The Board shall consider adjustments to the Superintendent's annual salary during the annual budget process. Any adjustment to the base salary made during the term of this Contract shall amend this Contract, but it shall not be considered that the Board has entered into a new Contract with the Superintendent.

The Superintendent's salary 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.

**V**  
**PAYMENT OF BENEFITS AND EXPENSES**

(a) The Board and Superintendent agree that the Superintendent during the term of his employment shall be eligible for participation in the same health/medical plan on the same terms as other employees which means that he shall be responsible for payment of the appropriate premium for the coverage selected for himself and/or his family.

(b) The Board and Superintendent agree that pursuant to Virginia Code §55.1-144 (Code of Virginia 1950, as amended), the Superintendent shall be a participant in the Virginia Retirement System (VRS) and shall be responsible for all his member contributions thereto required.

(c) The Superintendent may participate in the VRS group term life insurance program on the same terms as are offered to other Portsmouth Public Schools employees.

(d) For each fiscal year of this Agreement, the Board agrees to contribute monthly for the Superintendent's benefit to an annuity or deferred compensation plan agreed upon by the Board and designated by the Superintendent in an amount equal to 9% year 1, 10% year 2 and 11% each year thereafter of the Superintendent's annual salary with all principal, interest and dividends accruing to be the property of the Superintendent.



(e) Except as modified herein, the Superintendent shall be entitled to participate in all fringe benefits to which professional employees of the Board are entitled during the effective period of the Contract.

(f) The Board will pay the reasonable and customary expenses, including business travel and related expenses, incurred by the Superintendent for attendance at appropriate professional and civic organizations and meetings held at local, state, and national levels. However, all overnight travel and attendance at such meetings and conferences shall be approved by the Board Chairman in writing no less than one week prior to departure for the meeting or conference.

The Board will pay the Superintendent's membership dues for such professional educational organizations as may be approved by the Board and for one civic organization of the Superintendent's choice.

(g) In addition, the Superintendent agrees to undergo annually a comprehensive medical examination. The Board shall pay for the cost of the medical examination and a report of the results thereof. The report shall be utilized only in accordance with the provisions of the Americans with Disabilities Act. (42 U.S. Code, Sections 12101, et seq.)

## **VI** **AUTOMOBILE ENTITLEMENT**

During the term of his employment, the Board shall pay to the Superintendent an annual automobile allowance of \$9,200.00 which shall be payable in twelve (12) equal monthly installments.

## **VII** **LEAVE**

This contract contemplates the Superintendent's employment as a twelve-month employee. The Superintendent shall receive a total of twenty-four (24) days of annual leave exclusive of legal holidays. The Superintendent shall receive twelve (12) days of sick leave per annum. Unused earned sick leave and annual leave shall be accumulated in accordance with Board policies and procedures for twelve-month employees.

## **VIII** **DUTIES OF SUPERINTENDENT**

(a) The Superintendent shall serve as the chief administrative officer of the Portsmouth Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, and the lawful policies and directives of the School Board. The Superintendent will devote his full time, skill,

labor, and attention to his duties as the chief administrative officer of the Portsmouth Public Schools. The duties of the Superintendent shall include the responsibility to organize, re-organize, and arrange the teachers, administrative and supervisory staffs, and other employees to best serve the Portsmouth Public Schools. Further, the administration of instruction and business affairs shall be the Superintendent's responsibility and shall be administered by him with the assistance of the administrative staff. The responsibility for the selection, placement, and transfer of all personnel shall be vested in the Superintendent, subject to the provisions of the laws and statutes of the Commonwealth of Virginia and the regulations of the State Board of Education and approval of the Board. The parties agree that all personnel actions coming before the Board for action, except those involving the Superintendent, shall be in the form of a recommendation by the Superintendent.

(b) The Superintendent shall perform any other legally permissible duties or functions that the Board may see fit to assign to him at any time during the term of this Contract consistent with the duties of the office of the Division Superintendent.

(c) The Superintendent shall fully and completely inform the Board of any and all information that is relevant to the functioning of the Board.

(d) The Superintendent or his designee shall investigate, study, and review all criticisms, complaints, and suggestions concerning the school division or its employees that are referred to him by the Board or by individual Board members and shall make recommendations to the Board as appropriate. The Board, both individually and collectively, will promptly refer to him all such criticisms, complaints, and suggestions.

## **IX** **EVALUATION**

The Board shall evaluate the Superintendent at least annually utilizing a written evaluation instrument adopted by the Board.

The Board shall devote at least a portion of each Board retreat to a discussion of the performance of the Superintendent and the working relationship between the Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria in writing, which shall be used constructively by the Superintendent. The School Board and the Superintendent shall treat all aspects of such discussions confidentially. Such discussions shall be held in a closed meeting so long as the meeting does not violate the statutes of the Commonwealth of Virginia, specifically the Freedom of Information Act under Sections 2.2-3700, et seq., of the Code of Virginia (1950), as amended.



**X**  
**CONTRACT RENEWAL**

This Contract may be renewed only by a separate written Contract executed by the Parties. For the purposes of planning only, both parties agree to declare their intentions with respect to renewal of this Contract at least six months before the expiration of the Contract. The declaration of intent shall be in writing or stated at a Board meeting. Notwithstanding any declaration of intent, the Board and the Superintendent reserve their rights to terminate this Contract in accordance with the provisions contained herein. A declaration of intent shall not constitute a binding renewal of this Contract.

All aspects of such discussion of the renewal of the Contract with the Superintendent shall be treated confidentially and shall be held in a closed meeting so long as the meeting does not violate the statutes of the Commonwealth of Virginia and specifically the Virginia Freedom of Information Act, Section 2.2-3700, et seq. of the Code of Virginia (1950), as amended.

**XI**  
**OTHER EMPLOYMENT**

The Superintendent covenants and agrees to devote his full time, attention, skill, and labor during the term of this Contract toward the fulfillment of his duties under the Contract. 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 Contract.

The Board recognizes that, from time to time, the Superintendent may seek or be solicited to apply for other full-time employment that would result in his requesting release from the balance of the term of this Contract. The Superintendent agrees to notify the Chairman of the School Board in writing in advance of attending any interview for such prospective employment. Failure to notify the Board may constitute a material breach of this Contract.

**XII**  
**TERMINATION OF CONTRACT**

This Contract may be terminated prior to its expiration date only for the following reasons:

- (a) Upon the Superintendent's legal or physical inability to perform his duties as determined by the Board.
- (b) By mutual written and signed agreement of the parties.

(c) For other than cause.

(d) Should the School Board terminate this Contract, for other than cause, the Board agrees to pay to the Superintendent a sum equal to either one year's salary and benefits or the salary and benefits attributable to the uncompleted term of this Contract, whichever is less. Such payments shall be made on the regular pay dates for professional employees of the division. Should the Superintendent become employed during the period when such payments are due, any payments to him shall be reduced by the gross amount of his new salary earned during the remaining period. For the purposes of this paragraph, the term "benefits" shall not include the payment of any parking allowance, travel expenses, professional or civic dues, or the accrual of additional leave beyond the date of such termination.

(e) For cause. Grounds for termination of this Contract for cause may include, but are not limited to, any of the grounds set forth for teachers in Section 22.1-307 of the Code of Virginia or any good and sufficient cause which renders the Superintendent unfit to continue his duties in the good faith discretion of the Board. In the event of such termination, the Superintendent shall be entitled to such remedies as are provided under Section 22.1-65 of the Code of Virginia.

In the event of termination for any reason, the Chairman of the School Board shall issue the notice of termination at the direction of the Board. Notice of termination shall be in writing and delivered to the Superintendent either in person or by certified mail, return receipt requested.

### **XIII** **VOLUNTARY RESIGNATION**

In the event the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of such resignation. The Superintendent agrees to give the Board at least ninety (90) days written notice of such resignation: provided, however, that the Board may, in its sole discretion, waive any or all of the entire ninety (90) day notice requirement. The Board and the Superintendent shall mutually agree upon such voluntary resignation.

### **XIV** **LEGAL DEFENSE AND INDEMNIFICATION**

1. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought by a person or entity who is not a party to this Contract against the Superintendent in his individual or official capacity when acting as Superintendent, provided that the Superintendent was acting within the scope of his duties in good faith.



2. When required, the Board shall provide legal counsel of its choosing and pay the fees for services rendered and costs advanced by such counsel in defense of the Superintendent, and shall reimburse all reasonable expenses incurred by the Superintendent. In the event that a conflict exists between the legal positions of the Board and the Superintendent as regards the defense to any claim, the Board agrees to engage separate counsel of its choosing for the Superintendent, and the Board agrees to pay the reasonable fees and costs for services rendered by such counsel. The Board further agrees that, if there is a conflict of interest arising from the Superintendent being represented or defended by the Board's separate counsel, separate counsel may be retained by the Superintendent subject only to final approval by the Board.

3. Provision of counsel and payment of judgments or other costs or disbursements as provided herein shall not be construed as an admission of liability by either party with respect to claims made by third parties against the Superintendent or the School Board.

## XV MISCELLANEOUS

1. This Contract 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 Contract which is contrary to or violative of such statutes, regulations, or policies shall be void and such statutes, regulations, or policies shall control and supersede any such invalid provision of this Contract. Additionally, if any provision of this Contract is deemed void or invalid, 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.

2. This writing constitutes the entire contract between the parties superceding any other oral or written agreements or understandings. All changes, amendments, modifications shall be in writing and executed by both the Superintendent and the Board.

3. The failure of the Superintendent to perform the obligations agreed to in this Contract will be reported by the Board to the appropriate state association of administrators and the appropriate authorities including the State Board of Education.

4. Upon termination of this Contract, under either Paragraph XII or XIII, Superintendent agrees to return to the Board all property and tangible documents and things in his possession, custody or control that are the rightful property of the Board or the Portsmouth Public Schools.

5. The rights and obligations of the parties under the Contract of Employment entered into by the parties on February 16, 2015, shall terminate at midnight on June 30, 2018.

EXECUTED this 30 day of January, 2015.

SCHOOL BOARD OF THE CITY OF PORTSMOUTH, VIRGINIA

By: James E. Bridgeford  
James E. Bridgeford  
Chairman

ATTEST:  
[Signature]  
Clerk of the Board

SUPERINTENDENT OF SCHOOLS  
Elie Bracy III  
Elie Bracy, III, Ed.D

COMMONWEALTH OF VIRGINIA  
CITY OF PORTSMOUTH

Acknowledged and sworn to before me this 30 day of January, 2015.

[Signature]  
Notary Public

My Commission expires: April 30, 2015





**AMENDMENT TO CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS**

WHEREAS, the Portsmouth City School Board (hereinafter "Board") and Dr. Elie Bracey (hereinafter "Superintendent") entered into an Initial Contract of Employment (hereinafter "Initial Contract") governing the terms and conditions of Superintendent's employment as the Superintendent of Portsmouth Public Schools, which Contract was executed by the parties and approved by the Board on December 18, 2014; and

WHEREAS, under the Initial Contract the initial term of employment commenced on February 16, 2015 and was to end on June 30, 2018, subject to all the other terms and conditions expressly provided therein; and

WHEREAS, Superintendent and the Board, believe that Portsmouth Public Schools will be benefited by providing for a longer term contract with the Superintendent than that initially agreed upon; and

WHEREAS, it appearing that a longer term contract may not begin until the initial term of the Initial Contract has expired; and

WHEREAS, the Superintendent and the Board have mutually agreed to shorten the term of the Initial Contract from June 30, 2018 to June 30, 2016; and

WHEREAS, Superintendent and the Board desire that all the terms of the Initial Contract continue until the amended expiration date set forth herein;

IT IS THEREFORE, agreed as follows:

1. The Initial Contract in hereby amended, by agreement of all parties, to expire at midnight June 30, 2016.

2. The Superintendent knowingly and voluntarily waives any right, title and interest he may have or may have had in the Initial Contract beyond the amended expiration date and agrees to the amended expiration date as set forth herein.

3. Otherwise, all rights and obligations of the parties under the Contract shall continue unabridged and unaffected until the amended expiration date.

**APPROVED** by the Portsmouth Public School Board this 27<sup>th</sup> day of June, 2016.

**EXECUTED** this 27<sup>th</sup> day of June, 2016.

**SCHOOL BOARD OF THE CITY OF PORTSMOUTH, VIRGINIA**

By: Claude C Parent  
Claude C. Parent  
Chairman

ATTEST:  
Kathy L Chambliss  
Clerk of the Board

**SUPERINTENDENT OF SCHOOLS**

Elie Bracy III  
Elie Bracy, III, Ed.D

COMMONWEALTH OF VIRGINIA  
CITY OF PORTSMOUTH

Acknowledged and sworn to before me this 27<sup>th</sup> day of June, 2016.

My Commission expires: 4/30/2019  
Kathy L Chambliss  
Notary Public

**KATHY L. CHAMBLISS**  
Notary Public  
Commonwealth of Virginia  
My Commission Expires April 30, 2019  
Registration # 328421



**CONTRACT OF EMPLOYMENT**  
**SUPERINTENDENT OF SCHOOLS**

THIS CONTRACT, having been approved by the School Board of the City of Portsmouth, Virginia, hereinafter called "Board," on June 23, 2016 and Dr. Elie Bracy, III, hereinafter called "Superintendent," sets forth the term and conditions of the Superintendent's employment by the Board.

**I**  
**TERM OF EMPLOYMENT**

The Board agrees to employ the Superintendent from July 1, 2016 through June 30, 2020, pursuant to the terms hereof.

**II**  
**QUALIFICATIONS**

The Superintendent represents to the Board that he is legally qualified to serve as superintendent of schools in accordance with the laws of the Commonwealth of Virginia and the regulations of the State Board of Education. The Superintendent shall, throughout the term of his employment furnish to the Board, upon demand, evidence of his continued qualifications to serve as Superintendent.

**III**  
**RESIDENCY**

During the term of this Contract, the Superintendent shall maintain his domicile and legal residence in the City of Portsmouth, Virginia. Failure to maintain such domicile and legal residence shall be good and sufficient cause to terminate this contract.

**IV**  
**SALARY**

The annual salary of the Superintendent shall be calculated as follows: The salary for the period of employment from February 16, 2015 until June 30, 2016 is \$215,000.00 per year. Beginning July 1, 2016 and annually thereafter on July 1st, the Superintendent's salary shall be increased by a percentage equal to the average of the percentage increases, if any, given to teachers and to non-certificated personnel the previous school year, provided that the Superintendent has received a satisfactory performance evaluation. Any salary increase shall become effective on the same date as salary increases for professional staff members of the Division. The Board may at its discretion consider additional increases to the Superintendent's salary, or in the event of an unsatisfactory evaluation, decreases in salary. The Board shall consider adjustments to the Superintendent's annual salary during the annual budget process. Any adjustment to the

base salary made during the term of this Contract shall amend this Contract, but it shall not be considered that the Board has entered into a new Contract with the Superintendent.

The Superintendent's salary 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.

## V

### PAYMENT OF BENEFITS AND EXPENSES

(a) The Board and Superintendent agree that the Superintendent during the term of his employment shall be eligible for participation in the same health/medical plan on the same terms as other employees which means that he shall be responsible for payment of the appropriate premium for the coverage selected for himself and/or his family.

(b) The Board and Superintendent agree that pursuant to Virginia Code §55.1-144 (Code of Virginia 1950, as amended), the Superintendent shall be a participant in the Virginia Retirement System (VRS) and shall be responsible for all his member contributions thereto required.

(c) The Superintendent may participate in the VRS group term life insurance program on the same terms as are offered to other Portsmouth Public Schools employees.

(d) For each fiscal year of this Agreement, the Board agrees to contribute monthly for the Superintendent's benefit to an annuity or deferred compensation plan agreed upon by the Board and designated by the Superintendent in an amount equal to 10% year 1 and 11% each year thereafter of the Superintendent's annual salary with all principal, interest and dividends accruing to be the property of the Superintendent.

(e) Except as modified herein, the Superintendent shall be entitled to participate in all fringe benefits to which professional employees of the Board are entitled during the effective period of the Contract.

(f) The Board will pay the reasonable and customary expenses, including business travel and related expenses, incurred by the Superintendent for attendance at appropriate professional and civic organizations and meetings held at local, state, and national levels. However, all overnight travel and attendance at such meetings and conferences shall be approved by the Board Chairman in writing no less than one week prior to departure for the meeting or conference.

The Board will pay the Superintendent's membership dues for such professional educational organizations as may be approved by the Board and for one civic organization of the Superintendent's choice.



(g) In addition, the Superintendent agrees to undergo annually a comprehensive medical examination. The Board shall pay for the cost of the medical examination and a report of the results thereof. The report shall be utilized only in accordance with the provisions of the Americans with Disabilities Act. (42 U.S. Code, Sections 12101, et seq.)

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**AUTOMOBILE ENTITLEMENT**

During the term of his employment, the Board shall pay to the Superintendent an annual automobile allowance of \$9,200.00 which shall be payable in twelve (12) equal monthly installments.

**VII**  
**LEAVE**

This contract contemplates the Superintendent's employment as a twelve-month employee. The Superintendent shall receive a total of twenty-four (24) days of annual leave exclusive of legal holidays. The Superintendent shall receive twelve (12) days of sick leave per annum. Unused earned sick leave and annual leave shall be accumulated in accordance with Board policies and procedures for twelve-month employees. All sick leave and annual leave accumulated since February 16, 2015 is hereby carried over under the Contract unless used prior to July 1, 2016.

**VIII**  
**DUTIES OF SUPERINTENDENT**

(a) The Superintendent shall serve as the chief administrative officer of the Portsmouth Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, and the lawful policies and directives of the School Board. The Superintendent will devote his full time, skill, labor, and attention to his duties as the chief administrative officer of the Portsmouth Public Schools. The duties of the Superintendent shall include the responsibility to organize, re-organize, and arrange the teachers, administrative and supervisory staffs, and other employees to best serve the Portsmouth Public Schools. Further, the administration of instruction and business affairs shall be the Superintendent's responsibility and shall be administered by him with the assistance of the administrative staff. The responsibility for the selection, placement, and transfer of all personnel shall be vested in the Superintendent, subject to the provisions of the laws and statutes of the Commonwealth of Virginia and the regulations of the State Board of Education and approval of the Board. The parties agree that all personnel actions coming before the Board for action, except those involving the Superintendent, shall be in the form of a recommendation by the Superintendent.

(b) The Superintendent shall perform any other legally permissible duties or functions that the Board may see fit to assign to him at any time during the term of this Contract consistent with the duties of the office of the Division Superintendent.

(c) The Superintendent shall fully and completely inform the Board of any and all information that is relevant to the functioning of the Board.

(d) The Superintendent or his designee shall investigate, study, and review all criticisms, complaints, and suggestions concerning the school division or its employees that are referred to him by the Board or by individual Board members and shall make recommendations to the Board as appropriate. The Board, both individually and collectively, will promptly refer to him all such criticisms, complaints, and suggestions.

## **IX** **EVALUATION**

The Board shall evaluate the Superintendent at least annually utilizing a written evaluation instrument adopted by the Board.

The Board shall devote at least a portion of each Board retreat to a discussion of the performance of the Superintendent and the working relationship between the Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria in writing, which shall be used constructively by the Superintendent. The School Board and the Superintendent shall treat all aspects of such discussions confidentially. Such discussions shall be held in a closed meeting so long as the meeting does not violate the statutes of the Commonwealth of Virginia, specifically the Freedom of Information Act under Sections 2.2-3700, et seq., of the Code of Virginia (1950), as amended.

## **X** **CONTRACT RENEWAL**

This Contract may be renewed only by a separate written Contract executed by the Parties. For the purposes of planning only, both parties agree to declare their intentions with respect to renewal of this Contract at least six months before the expiration of the Contract. The declaration of intent shall be in writing or stated at a Board meeting. Notwithstanding any declaration of intent, the Board and the Superintendent reserve their rights to terminate this Contract in accordance with the provisions contained herein. A declaration of intent shall not constitute a binding renewal of this Contract.

All aspects of such discussion of the renewal of the Contract with the Superintendent shall be treated confidentially and shall be held in a closed meeting so long as the meeting does not violate the statutes of the Commonwealth of Virginia and specifically the Virginia Freedom of Information Act, Section 2.2-3700, et seq. of the Code of Virginia (1950), as amended.



**XI**  
**OTHER EMPLOYMENT**

The Superintendent covenants and agrees to devote his full time, attention, skill, and labor during the term of this Contract toward the fulfillment of his duties under the Contract. 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 Contract.

The Board recognizes that, from time to time, the Superintendent may seek or be solicited to apply for other full-time employment that would result in his requesting release from the balance of the term of this Contract. The Superintendent agrees to notify the Chairman of the School Board in writing in advance of attending any interview for such prospective employment. Failure to notify the Board constitutes a material breach of this Contract.

**XII**  
**TERMINATION OF CONTRACT**

This Contract may be terminated prior to its expiration date only for the following reasons:

(a) Upon the Superintendent's legal or physical inability to perform his duties as determined by the Board.

(b) By mutual written and signed agreement of the parties.

(c) For other than cause.

(d) Should the School Board terminate this Contract, for other than cause, the Board agrees to pay to the Superintendent a sum equal to either one year's salary and benefits or the salary and benefits attributable to the uncompleted term of this Contract, whichever is less. Such payments shall be made on the regular pay dates for professional employees of the division. Should the Superintendent become employed during the period when such payments are due, any payments to him shall be reduced by the gross amount of his new salary earned during the remaining period. For the purposes of this paragraph, the term "benefits" shall not include the payment of any parking allowance, travel expenses, professional or civic dues, or the accrual of additional leave beyond the date of such termination.

(e) For cause. Grounds for termination of this Contract for cause may include, but are not limited to, any of the grounds set forth for teachers in Section 22.1-307 of the Code of Virginia or any good and sufficient cause which renders the Superintendent unfit to continue his duties in the good faith determination of the Board. In the event of such



termination, the Superintendent shall be entitled to such remedies as are provided under Section 22.1-65 of the Code of Virginia.

In the event of termination for any reason, the Chairman of the School Board shall issue the notice of termination at the direction of the Board. Notice of termination shall be in writing and delivered to the Superintendent either in person or by certified mail, return receipt requested.

### **XIII** **VOLUNTARY RESIGNATION**

In the event the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of such resignation; however, nothing herein shall prevent the Board from terminating this Contract prior to the effective date of resignation. The Superintendent agrees to give the Board at least ninety (90) days written notice of such resignation: provided, however, that the Board may, in its sole discretion, waive any or all of the entire ninety (90) day notice requirement. The Board and the Superintendent shall strive to mutually agree upon such voluntary resignation date.

### **XIV** **LEGAL DEFENSE AND INDEMNIFICATION**

1. The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought by a person or entity who is not a party to this Contract against the Superintendent in his individual or official capacity when acting as Superintendent, provided that the Superintendent was acting within the scope of his duties in good faith.

2. When required, the Board shall provide legal counsel of its choosing and pay the fees for services rendered and costs advanced by such counsel in defense of the Superintendent, and shall reimburse all reasonable expenses incurred by the Superintendent. In the event that a conflict exists between the legal positions of the Board and the Superintendent as regards the defense to any claim, the Board agrees to engage separate counsel of its choosing for the Superintendent, and the Board agrees to pay the reasonable fees and costs for services rendered by such counsel. The Board further agrees that, if there is a conflict of interest arising from the Superintendent being represented or defended by the Board's chosen separate counsel, other counsel may be retained by the Superintendent subject only to final approval of such counsel by the Board.

3. Provision of counsel and payment of judgments or other costs or disbursements as provided herein shall not be construed as an admission of liability by either party with respect to claims made by third parties against the Superintendent or the School Board.

**XV**  
**MISCELLANEOUS**

1. This Contract 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 Contract which is contrary to or violative of such statutes, regulations, or policies shall be void and such statutes, regulations, or policies shall control and supersede any such invalid provision of this Contract. Additionally, if any provision of this Contract is deemed void or invalid, 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.

2. This writing constitutes the entire contract between the parties superceding any other oral or written agreements or understandings. All changes, amendments, modifications shall be in writing and executed by both the Superintendent and the Board.

3. The failure of the Superintendent to perform the obligations agreed to in this Contract will be reported by the Board to the appropriate state association of administrators and the appropriate authorities including the State Board of Education.

4. Upon termination of this Contract, under either Paragraph XII or XIII, Superintendent agrees to return to the Board all property and tangible documents and things in his possession, custody or control that are the rightful property of the Board or the Portsmouth Public Schools and to destroy all copies, electronic or otherwise, thereof.

5. The rights and obligations of the parties under the Contract of Employment effective between the parties on July 1, 2016, shall terminate at midnight on June 30, 2020 unless otherwise provided herein or by law.

EXECUTED this 27<sup>th</sup> day of June, 2016.

**SCHOOL BOARD OF THE CITY OF  
PORTSMOUTH, VIRGINIA**

By: *Claude C. Parent*  
Claude C. Parent  
Chairman

ATTEST:  
*Sally J. Gaudin*  
Clerk of the Board

SUPERINTENDENT OF SCHOOLS

*Elie Bracy, III*

Elie Bracy, III, Ed.D

COMMONWEALTH OF VIRGINIA  
CITY OF PORTSMOUTH

Acknowledged and sworn to before me this 29<sup>th</sup> day of June, 2016.

*Kathy L. Chambliss*  
\_\_\_\_\_  
Notary Public

My Commission expires: 4/30/2019

**KATHY L. CHAMBLISS**  
Notary Public  
Commonwealth of Virginia  
My Commission Expires April 30, 2019  
Registration # 328421