

## **INTERIM SUPERINTENDENT AGREEMENT**

As provided by 8 VAC 20-390-30, this document will serve as the agreement (“Agreement”) between the Alexandria City School Board (“Board”) and Dr. Lois Berlin (hereinafter “Dr. Berlin” or “Interim Superintendent”), pursuant to which Dr. Berlin shall serve as the Interim Superintendent of Schools for the Alexandria City Public Schools (“ACPS”).

### **I. Services**

The Board agrees to engage the services of Dr. Berlin as Division Superintendent of ACPS on an interim basis beginning July 24, 2017, and continuing through January 31, 2018, unless earlier terminated as provided herein. Dr. Berlin accepts and agrees to perform all required, customary and prescribed duties as superintendent of schools for ACPS. The Interim Superintendent will work full-time, and solely, for the Board and ACPS during the term of this Agreement.

### **II. Compensation and Benefits**

The Board agrees to compensate Dr. Berlin in the total gross amount of \$20,000 per month in salary. From this gross amount will be deducted state and local taxes, Social Security, and other customary and legally-required deductions. Partial months will be prorated according to the number of work days served by professional licensed administrative employees. Payment for services will be made on a semi-monthly basis according to ACPS’ normal payroll schedule. The Board will support ordinary professional conference days and expenses such as AASA, VASS, Education Law Association (ELA) and other state superintendent meetings.

In addition, the Board will make a contribution of \$2,000 per month towards a tax sheltered retirement plan or account of Dr. Berlin’s choice for each full month of service as Interim Superintendent. Such contribution will be due as of the first of each month, for service rendered during the prior month. Partial months of service will be prorated by week.

The Board shall have no other obligation to make contributions or deductions for medical coverage, VRS, or life or disability insurance benefits, and the Interim Superintendent shall have no entitlement to receive such contributions or benefits. The Interim Superintendent may use or accrue to be used during the term of this Agreement two paid days per month for sick/personal leave, and will be provided standard holidays for professional licensed administrative employees. There will be no payment for unused leave during or at the termination of this Agreement.

### **III. Indemnification and Insurance**

During the term of this Agreement, the status of the Interim Superintendent will be that of an employee of the Board. As such, the Board agrees to indemnify and hold her harmless from and against any and all liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney's fees) that arise from any action or decision taken within the course and scope of her job duties or responsibilities as the superintendent of schools for ACPS.

The Board's liability insurance coverage, and the doctrine of sovereign immunity, will apply and cover the duties and functions of the Interim Superintendent in the same manner as is the case for the permanent division superintendent.

**IV. Termination**

The Board may terminate this Agreement for any reason, without further financial obligation, by giving the Interim Superintendent thirty days notice, in writing. The Agreement may also be terminated immediately in the event of material breach of its provisions, or by mutual agreement. The Interim Superintendent shall have no grievance or other administrative appellate rights in connection with termination of this Agreement.

**V. Governing Law; Modifications**

Subject to applicable laws of the United States and the Commonwealth of Virginia, and the regulations and policies of the State Board of Education and ACPS, this Agreement constitutes the entire agreement between the parties on the subject matter expressed herein, superseding all prior negotiations or representations between the parties. This Agreement itself is governed by the laws of the Commonwealth of Virginia. Any modification of this Agreement must be in writing signed by both parties.

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Ms. Ramee A. Gentry  
Chairman, Alexandria City School Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Lois Berlin  
Interim Superintendent

Date: \_\_\_\_\_