

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
DR. ALVIN L. CRAWLEY AND THE
ALEXANDRIA CITY SCHOOL BOARD DATED MARCH 6, 2014**

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT DATED MARCH 6, 2014 (“Third Amendment”) is entered into by and between the Alexandria City School Board (“Board”) and Dr. Alvin L. Crawley (“Division Superintendent”) on December __, 2016.

WHEREAS, the Board and Division Superintendent on March 6, 2014 entered into an Employment Agreement (“Agreement”) appointing Dr. Crawley as the Division Superintendent of the Alexandria City Public Schools for a period of four years, commencing July 1, 2014 and continuing through and until June 30, 2018; and

WHEREAS Article II(A) of the Agreement provides that the annual base salary will be increased each year by the market scale adjustment, if any, given to instructional employees, which increase shall be memorialized in the form of an amendment to the Agreement; and

WHEREAS by a First Amendment to the Agreement (“First Amendment”), dated November 11, 2015, the Board and the Division Superintendent memorialized the market scale adjustment for the 2015-16 fiscal year, effective July 1, 2015 ; and

WHEREAS by a Second Amendment to the Agreement, dated January 14, 2016 (“Second Amendment”), the Board and the Division Superintendent made certain adjustments to the additional retirement contributions made by the Board on behalf of the Division Superintendent; and

WHEREAS for the 2016-17 fiscal year the Board wishes to memorialize a 2.5% market scale adjustment to the Division Superintendent’s current annual base salary of \$219,300 per year; and

WHEREAS the Board further wishes to recognize the continuing contributions of the Division Superintendent to the progress of the school division, and to enhance leadership stability and continuity, by providing a competitive level of compensation for the Division Superintendent, and therefore wishes to increase by 2.5% its annual contributions made pursuant to Article II(B) of the Agreement, by which the Board agrees to pay annually a contribution towards a tax sheltered retirement plan(s) and/or account(s) of the Division Superintendent’s choice;

NOW THEREFORE, the Board and Division Superintendent amend the Agreement, retroactive to July 1, 2016, as follows:

- (i) In the first sentence of Article II(A), as amended by the First Amendment, “\$219,300” is stricken, and “\$224,782.50” is inserted in its place; and

- (ii) Article II(B) of the Agreement, as amended by the First Amendment, is stricken in its entirety, and replaced with the following:

B. Additional Retirement Contributions. In addition to any contributions made pursuant to Article III(F) below, the Board will pay annually the total amount of: (a) \$25,400 per year towards a tax sheltered retirement plan(s) and/or account(s) of the Division Superintendent's choice on or about July 1, 2015; (b) \$31,100 per year towards a tax sheltered retirement plan(s) and/or account(s) of the Division Superintendent's choice on or about July 1, 2016; and (c) \$31,877.50 per year towards a tax sheltered retirement plan(s) and/or account(s) of the Division Superintendent's choice on or about July 1, 2017 and July 1, 2018. The Division Superintendent may, at his timely election and as otherwise consistent with Virginia Retirement System (VRS) requirements, direct the Board to pay all or any portion of the above sum on behalf of the Division Superintendent toward the cost of the purchase of prior service credit from VRS. The contribution(s) provided by this paragraph will be disbursed in a lump sum(s) on or within five days after July 1 following the conclusion of one year of service under this Agreement, with the first such contribution due as of July 1, 2015, and the last such contribution due as of July 1, 2018. Provided, however, that in order to be entitled to receive such contribution(s), the Division Superintendent must continue to be employed in good standing by the Board, or, in the case of the contribution due as of July 1, 2018, must have been employed in good standing by the Board as of June 30, 2018; the Division Superintendent shall have no right to any proration of these contributions. These contributions will be reported to the Virginia Retirement System as a part of the compensation to be counted towards retirement, to the extent permitted, and with any deductions or contributions required, by law.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that all other provisions of the Agreement remain unchanged and continue in full force and effect, and that this First Amendment does not in any way alter the duration of that Agreement.

ALEXANDRIA CITY SCHOOL BOARD

By: _____
Karen A. Graf, Chairman

DR. ALVIN L. CRAWLEY

Attest:

Clerk of the Board