

LCPS SUPERINTENDENT CONTRACT

**CONTRACT FOR EMPLOYMENT OF DIVISION SUPERINTENDENT OF
LOUDOUN COUNTY PUBLIC SCHOOLS**

DECEMBER 1, 2023 THROUGH JUNE 30, 2027

THIS CONTRACT is made and entered into as of the Effective Date by and between the Loudoun County School Board, hereinafter referred to as "School Board" or "Board," and Aaron C. Spence, Ed. D., hereinafter referred to as "Superintendent."

WHEREAS, the Board at its meeting on June 2, 2023, resolved to employ Aaron C. Spence, Ed. D, as the Superintendent of Loudoun County Public Schools (LCPS) for a term commencing no later than December 1, 2023, and ending on June 30, 2027, upon the following terms and conditions; and

WHEREAS, the parties wish to enter into this Contract setting forth the terms of such employment during such period; and

WHEREAS, the Board desires to provide the Superintendent with an employment contract in order to enhance the administrative stability and continuity within the school division which the Board believes generally improves the quality of its overall education program; and

WHEREAS the Board and Superintendent believe that a written employment contract is necessary and appropriate to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and

WHEREAS, these recitals are an integral part of this Contract;

NOW, THEREFORE, the Board and the Superintendent agree as follows:

I.

TERM OF EMPLOYMENT

The Board, in consideration of the promises of the Superintendent herein contained, does employ, and the Superintendent hereby accepts employment as Division Superintendent of Schools under this Contract, for the period commencing on December 1, 2023, or sooner, as agreed-up by the parties, and until June 30, 2027, unless terminated sooner by operation of law or pursuant to this Contract (the "Term").

LCPS SUPERINTENDENT CONTRACT

II.

COMPENSATION

A. Salary. For the 2023-24 fiscal year, the Superintendent will be paid a pro rata salary of \$375,000 U.S. dollars per year, to be paid in equal biweekly installments. For subsequent fiscal years during the term of this contract, and provided he receives at least a "proficient" performance rating by the Board for the preceding fiscal year, the Superintendent will be entitled to an annual salary increase equal to the average annual cost of living adjustment and the average step increase given to all employees. This increase shall not reflect any salary increases of employees due to scale adjustments or improvements (unless the Board opts in any given fiscal year to award only a scale adjustment or improvement to all division employees, in which case the Superintendent will be entitled to a commensurate salary increase that shall not exceed 5% of the Superintendent's then-current salary). The annual salary of the Superintendent may be further adjusted for any subsequent fiscal year during the term of this contract in accordance with Article II(B).

B. Salary Adjustments. Any adjustment to the annual salary for subsequent years during the term of the contract (apart from adjustments based on division-wide cost of living, step increase, or scale adjustments) shall be in writing and shall be in the form of an amendment or addendum to this contract except as stated herein. If an adjustment in salary is made during the term of this contract, all other provisions of this contract, unless otherwise specified, including its termination date, shall remain as stated herein. 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, except in the event there is a general and across-the-board reduction in compensation for all school employees paid on the Administrative Salary Scale during the term of this contract (in which case the salary of the Superintendent will be reduced by the same identified percentage reduction applied to the salaries of employees paid on the Administrative Salary Scale without further need of Amendment or agreement).

C. Deferred/Additional Salary. On June 30, 2024, and as of June 30th of each succeeding fiscal year during the term of this contract, if the Superintendent is employed by the Board on that date, the Board shall contribute a total amount of \$20,000 dollars which the Superintendent may elect to receive as taxable compensation or may elect to use as a voluntary salary deferral to one or more custodial accounts offered by the Board and selected by the Superintendent and which satisfy the requirements of Section 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended (IRC). However, in no event shall the contribution cause the annual limits under Code Sections 402(g), 415, 457(c) or any other applicable IRC provision to be exceeded. If more than one account is selected, then the Superintendent shall apportion the contribution to the accounts selected provided no statutory caps are exceeded.

LCPS SUPERINTENDENT CONTRACT

D. Virginia Retirement System (VRS). During the term of this employment, the Superintendent will contribute, through payroll deduction, the mandatory employee's share to VRS Plan 1. The Board will remit the employer share as required by VRS.

E. Life Insurance, Health and Major Medical, Prescription, Dental and Vision Insurance and Short-Term Disability. The Superintendent will be offered group life insurance and health major medical, prescription, dental and vision insurance and Short-Term Disability on the same basis as administrators on the Administrative Pay Scale under Board policies as may be amended from time to time. The Board will compensate the Superintendent for the employee premiums of the insurance plans listed above that he elects for he and his family.

F. Taxability/Withholdings. Salary and other compensation and benefits will be subject to the required tax treatment and governmental withholdings.

G. Supplemental Life Insurance. The Board will contribute the actual cost premium up to a maximum of Five Thousand Three Hundred (\$5,300) dollars annually to the currently existing whole life insurance policy of the Superintendent beginning on the the first day of the Term, and continuing annually during the term of this contract, provided the Superintendent remains employed by the Board.

H. Annual Leave and Sick Leave. The Superintendent shall be entitled to annual leave and sick leave in accordance with Board benefits provided for twelve (12) month administrative personnel in accordance with Board policies and regulations as may be amended from time to time except that he shall earn 24 days annual leave and 14 days sick leave per annum. All annual and sick leave days are fully available on the Effective Date of this Contract and on July 1 of each subsequent contract year in accordance with Board policies. The Division Superintendent may elect to receive a cash payment for up to 12 leave days per year, of which up to four may be sick leave, and the remainder may be annual leave, at a per diem rate calculated by the Division Superintendent's then-current base salary divided by 240 days. The School Board also acknowledges that the Superintendent does and will commit many hours of additional time, above and beyond that which is necessary for the completion of duties, including time spent locally and outside of the School Division, representing the School Board and LCPS, including nights and weekends. In recognition of these services, and in consideration of such circumstances, the Superintendent shall annually receive five days of executive leave available on the first day of each contract year, effective July 1, 2024. The School Board chair or designee will be responsible for administrative duties relevant to annual, as well as all other, leave requests. Further, immediately upon employment the Superintendent shall receive a total of ten (10) additional annual leave days (exclusive to the earned days set forth in the paragraph above). Such additional annual leave shall only be granted in the first year of employment.

I. Retirement Benefits. The Superintendent shall be entitled to the same retirement benefits offered by the Board to employees on the Administrative Salary Scale

LCPS SUPERINTENDENT CONTRACT

in accordance with then-existing Board policies, regulations and procedures at the time of retirement. In addition, once the Superintendent has fifteen (15) cumulative years of full-time service with Loudoun County Public Schools, he is eligible for retiree health insurance. Nothing in this section is intended to limit the ability of the Superintendent to access other retirement benefits provided to LCPS employees.

J. Communication and Data Devices and Allowances. The School Board shall provide the Superintendent with a telephone, laptop and/ or desk computers, tablets, copying, scanning or facsimile devices, or similar devices for effective modern communications. All maintenance or replacement of such devices shall be at the expense of the School Board. The School Board shall maintain ownership of any such devices. In addition, the Superintendent shall receive an annual communications allowance of \$1,200 or the same amount of communication allowance provided to other senior administrators if such amount is greater than \$1,200. The Superintendent shall receive an annual data allowance of \$540 or the same amount of data allowance provided to other senior administrators if such amount is greater than \$540.

K. Transportation. The School Board shall pay the Superintendent one thousand (\$1,000) per month for transportation expenses. The School Board shall reimburse the Superintendent for travel outside of the School Division in the Superintendent's personal vehicle (at the same rate and conditions applicable to all employees) or by commercial carrier. The Superintendent may also choose to utilize any School Board owned vehicles for transportation outside the school division and/or when travelling with another member of the LCPS staff within the division.

L. Expenses. The School Board recognizes that the Superintendent shall incur such expenses from time to time as the School Board's representative in the pursuit of educational excellence, private funding, grants, and for other reasons. The School Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent on behalf of the School Board. Reimbursement under this provision must be consistent with applicable policy, regulation or law and approved by the Chairman of the School Board or designee.

M. Protection for Superintendent and Family. In the event of public controversy or threat to the Superintendent or the Superintendent's immediate family (defined as those persons living with the Superintendent or who are dependents of the Superintendent), if the School Board deems it necessary for the protection of the Superintendent or the Superintendent's immediate family, the School Board will provide security measures that it deems reasonable and appropriate to enhance the safety of the Superintendent and/or immediate family. Such protection will only be considered after the Superintendent has consulted with and taken advantage of any services or protection offered by local law enforcement.

N. Relocation Expenses. The School Board desires the Superintendent to reside in Loudoun County. Therefore, the School Board will reimburse the Superintendent's

LCPS SUPERINTENDENT CONTRACT

reasonable and actual relocation expenses incurred in moving to Loudoun County. Such expenses will include: packing; insuring; moving, and necessary temporary storage of household and office goods. The Superintendent shall obtain three (3) estimates from licensed and bonded professional movers, and the School Board shall reimburse the Superintendent, or shall pay directly, for the actual costs paid to the mover providing the lowest responsible estimate or pay the Superintendent an amount equal to the estimate provided by the lowest responsible mover. The School Board shall also compensate the Superintendent with a housing allowance for actual costs paid for housing for the first six months of his residence in Loudoun County, not to exceed \$4,000 per month. The School Board shall also pay the Superintendent a one-time payment of seven thousand five hundred dollars (\$7,500) for miscellaneous expenses associated with relocation, including transportation, legal expenses, etc.

O. Other Benefits. No other leave or other benefits shall be provided except as stated in this Contract except that the Superintendent may participate at his expense in the voluntary long-term disability program, Section 529 Education Plan, Flex Medical Spending program, retail discounts program and such other programs offered to employees at their sole expense.

III.

DUTIES OF THE SUPERINTENDENT

A. The Superintendent shall serve as the chief administrative officer of the Loudoun County Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, and the lawful directives of the Board. In that capacity, the Superintendent is responsible for the day-to-day operations of the School Division and its effective and efficient administration. The Superintendent shall have but not be limited to the following duties, unless otherwise restricted by applicable law or School Board policy: 1) shall direct and assign teachers and all other employees of the School Board under the Superintendent's supervision and shall ensure that all teachers discharge faithfully the duties assigned to them, and any neglect or violation by teachers of any of the laws or regulations shall be promptly reported to the School Board with recommendations for appropriate action, see 8VAC20-390-90, as amended; 2) shall promote the improvement and efficiency of teachers and other school personnel by all appropriate methods and promote an appreciation and desire for education among the community, see 8VAC20-390-110; as amended; 3) shall organize, reorganize, and arrange the administrative and supervisory staff (including instruction, operations and business affairs) as best suits the needs of the School Division; 4) shall have the authority to assign to their respective positions in the school wherein they have been placed by the School Board all teachers, principals and assistant principals and may reassign such teachers, principals or assistant principals for the school year to any school within the School Division provided no such change or reassignment shall affect the salary of such person for that school year in accordance with applicable law, policy, and regulation; 5) shall select all personnel subject to approval by

LCPS SUPERINTENDENT CONTRACT

the School Board and make recommendations with respect to the re-employment, non-reemployment, layoff, discipline, and dismissal of existing employees; 6) shall assign pupils to grade levels and buildings and handle all matters related to student achievement, education, safety, discipline, and extra-curricular activities as required by law, regulation, policy or procedure; 7) shall from time to time suggest regulations, policies, rules and procedures deemed necessary for the well ordering of the School Division; 8) in general perform all duties incident to the Office of Superintendent and such other duties as may be prescribed by law or by the School Board from time to time including, but not limited to, any duties identified by the School Board in establishing the Superintendent's annual goals and performance expectations; 9) where administrative action is required in situations for which no guidelines have been provided by the School Board, the Superintendent shall have the power to act; 10) shall make recommendations for needed policy or regulation changes; 11) shall serve as the primary spokesperson for the School Division in dealing with the public and media; 12) shall have the authority to delegate to other school personnel the exercise of any powers and the discharge of any duties imposed on the Superintendent consistent with applicable law, policy, bylaw and regulation; 13) shall have the authority to consult with legal counsel or other professional advisors as may be deemed reasonably necessary, subject to any limitations imposed by the School Board; 14) shall ensure that an accurate record of all receipts and disbursements of school funds and all statistical information which may be required by the Virginia Board of Education are kept as well as inspect the accounts of the clerk of the School Board from time to time during the year and see that such accounts are kept correctly and that all school funds are properly applied, see 8VAC20-390-80 and 8VAC20-390-50, as amended; and 15) perform any other duties or responsibilities imposed by the School Board under School Board Policy 3120.

B. The School Board, shall promptly refer all criticisms, complaints, and suggestions called to its attention, collectively and individually, to the Superintendent for study and recommendation. School Board members shall refrain from interference with the administration of School Board policies, regulations and procedures except through School Board action, without the Superintendent's consent, except that in the event of the Superintendent's disability, duties may be assigned to others for the duration of the disability period. This provision shall not preclude School Board members from asking for information or asking questions about actions taken by the Superintendent, either in public or in closed sessions of the School Board, nor shall it preclude Board members from responding to the questions of constituents related to actions of the Superintendent.

C. The Superintendent will devote his full-time, best efforts and abilities, skill, labor, and exclusive professional attention to these duties as the chief administrative officer of the Loudoun County Public Schools under this Contract and shall keep the Board apprised in a timely manner of inquiries, and responses thereto, made by the Board, either as individual members or collectively.

D. The Superintendent shall endeavor to promote the Loudoun County Public Schools and the Loudoun County School Board at all times, to the maximum practicable

LCPS SUPERINTENDENT CONTRACT

extent. All duties of the Superintendent shall be subject to the provisions of the laws and statutes of the United States, the Commonwealth of Virginia, the regulations of the State Board of Education and the policies and directives of the Board.

E. The Loudoun County School Board retains final exclusive authority over matters concerning employment and supervision of all employees, including dismissals and suspensions recommended by the Superintendent, in accordance with State law.

F. The Superintendent shall fully, completely, and promptly inform the School Board of any and all information that is relevant to the functioning of the school system and/or the Board. Likewise, the Board, both individually and collectively, should engage in proactive, constructive and open communication with the Superintendent in order to enable him to appropriately and effectively execute his duties.

IV.

OTHER WORK ACTIVITIES AND PROFESSIONAL DEVELOPMENT

A. The Superintendent may, subject to 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 or detract from his duties under this contract. Annual leave shall be taken for any activities approved as described in this section. The School Board Chair or designee will be responsible for all matters related to such leave requests. School Division resources may not be used in furtherance of these activities. However, the Superintendent shall be permitted to make reasonable de minimis use of the School Board provided telephones, laptop and/or desk computers, tablets, copying, scanning or facsimile devices, or similar devices in accordance with School Board policies. Approval of the School Board Chair or designee shall be considered School Board approval for the purposes of this section in compliance with Section 22.1-66 of the Code of Virginia.

B. Subject to approval of the School Board Chair, the Superintendent, in his capacity as Superintendent, may undertake unpaid consulting work or service on foundations, boards, or agencies, the expense of which will be paid by the Board. Reimbursement for expenses incurred in service for unpaid work or service (travel, lodging, meals, etc.) will not change the status of such work or service to paid consulting as described in Section A. Professional leave shall be taken for such work. The School Board Chair or designee will be responsible for all matters related to such leave requests.

The School Board expects the Superintendent to continue professional development and expects the Superintendent to participate in relevant learning experiences. The Superintendent shall attend appropriate professional and civic meetings at the local, state, and national level and join such professional and civic associations as he deems advisable with the prior consent of the Chairman of the Board, the expense of which shall be paid by the Board. The Board agrees to pay the Superintendent's

LCPS SUPERINTENDENT CONTRACT

membership dues in the American Association of School Administrators and the Virginia Association of School Superintendents as well as other associations as described above. The Superintendent shall promote the image and reputation of Loudoun County Public Schools and the Loudoun County School Board in a positive light at all times to the maximum practicable extent.

C. The Superintendent may participate in international public education-related programs or meetings with the advance consent of the Board.

E. Pursuant to Section 22.1-66 of the Code of Virginia, the office of Superintendent shall be deemed vacant upon engaging in any other business or employment without the prior approval of the Board.

V.

EVALUATION

A. The Board shall annually evaluate the Superintendent consistent with the performance objectives set forth in the Guidelines for Uniform Performance Standards for Superintendents as required by Sections 22.1-60.1 and 22.1-253.13:5 of the Code of Virginia. Evaluations shall include student academic progress as a significant component, an overall summative rating, areas of individual strengths and weaknesses and recommendations for appropriate professional activities. The Superintendent will be evaluated in accordance with the Superintendent Evaluation Procedures adopted by the Board and as may be amended from time to time by agreement of the parties.

B. The Board shall provide a written evaluation to the Superintendent, establish any specific performance expectations, and provide such other direction that can be used constructively by the Superintendent during the subsequent school year. All aspects of such discussions shall be treated confidentially by the Board, individually and collectively, and the Superintendent to the extent permitted by law. The written evaluation shall be provided to the Superintendent by the Chairman of the Board in the form of a letter or such other form as may be required by the State Board of Education within one month of such end-of-year meeting.

VI.

CONTRACT RENEWAL

On or before September 30, 2026, the parties shall communicate to each other their respective intent regarding the renewal of the Superintendent's contract. All aspects of any discussion of the renewal of the contract with the Superintendent shall be treated confidentially and, if a meeting is required, shall be held in a closed meeting so long as such closed meeting does not violate the statutes of the Commonwealth of Virginia and

LCPS SUPERINTENDENT CONTRACT

specifically the Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia (1950) as amended.

VII.

TERMINATION

It is the intent of the parties that his Contract shall be a firm and binding contract for the full term of employment that can be terminated as follows:

A. This Contract shall terminate upon the death, retirement, resignation or removal from office of the Superintendent, or, by the mutual consent of the parties, or by the expiration of the term of the contract. The Superintendent shall be entitled to all compensation and benefits earned and accrued through such termination date.

B. **For Cause.** The Superintendent, in accordance with Section 22.1-65 of the Code of Virginia, as amended, may be assessed a reasonable fine, suspended from the office for a limited period of time, or removed or terminated from office by either the State Board of Education or the Board for sufficient cause. In addition, the position of Superintendent is subject to the forfeiture provisions of Sections 24.2-231, 24.2-232 or 24.2-233 of the Code of Virginia. In the event the Superintendent is terminated for sufficient cause pursuant to Section 22.1-65, Code of Virginia, as amended, which cause may include material breach of this Contract, forfeiture of office (as described in Section 22.1-66 of the Code of Virginia), immorality, non-compliance with school laws and regulations, willful non-compliance with Board policies and regulations (after a 30-day notice and cure period), conviction of a felony or a misdemeanor as set forth in Section 22.1-296.1, Code of Virginia, as amended, (or an equivalent offense in another state), then all salary and benefits shall cease as of the effective date of such termination.

C. **Without Cause.** The Board also may terminate the Superintendent's employment without cause, at its option, upon written notice to the Superintendent. If the Board elects the option to terminate this contract without cause, the following conditions shall apply:

1. **Purchase of VRS Prior Service.** Upon termination for reasons other than for sufficient cause, the School Board will purchase prior service credits on behalf of the Superintendent as available to him based on eligible prior service and as necessary to reach full retirement eligibility with the maximum possible retirement benefit.
2. **Continuation of salary and certain benefits.**

LCPS SUPERINTENDENT CONTRACT

- a. In the event that the Superintendent is terminated by the School Board for reasons other than for sufficient cause prior to the final year of this Contract, the Superintendent's annual base salary and health benefits shall continue for a period of eighteen (18) continuous months from the date of termination under the following conditions:
 - i. The Superintendent shall not imply, convey or otherwise communicate that an ongoing employment relationship exists with the School Board and will not refer or encourage others to refer to the Superintendent as the Superintendent of Loudoun County Public Schools. The Superintendent shall not make false, misleading, inaccurate or otherwise derogatory remarks about the School Board or Loudoun County Public Schools.
 - ii. The Superintendent shall not make any statement, written or oral, intended or designed to disparage the School Board or the School Division.
 - b. In the event that the Superintendent is terminated by the School Board for reasons other than for sufficient cause during the final year of this Contract, the Superintendent's annual base salary and health benefits shall continue for a period of twelve (12) continuous months from the date of termination under the following conditions:
 - i. The Superintendent shall not imply, convey or otherwise communicate that an ongoing employment relationship exists with the School Board and will not refer or encourage others to refer to the Superintendent as the Superintendent of Loudoun County Public Schools. The Superintendent shall not make false, misleading, inaccurate or otherwise derogatory remarks about the School Board or Loudoun County Public Schools.
 - ii. The Superintendent shall not make any statement, written or oral, intended or designed to disparage the School Board or the School Division.
3. No Member of the School Board shall make any statement, written or oral, intended or designed to disparage the Superintendent.

D. The Superintendent may terminate this Contract at any time, at his sole discretion, by giving the Board ninety (90) days written notice of his resignation. All salary and benefits such as vacation and sick leave shall terminate as of the effective date of such resignation.

E. In the event of disability by illness or incapacity which in the opinion of a Physician, selected by the Board, will totally disable the Superintendent from his duties for a period of at least 90 days, the Board may terminate this contract at its option with 90 days' written notice or at the option of the Board, payment for such 90-day period in lieu of such notice. If the Board elects the option to terminate this contract under this

LCPS SUPERINTENDENT CONTRACT

provision, it shall pay the Superintendent all salary and compensation earned, accrued and due him for a period of nine months provided nine (9) or more months remain in the unexpired term of the contract. If fewer than nine (9) months so remain, then the period of the payments shall be equal to the months remaining in the term. Payments will be made in monthly installments. In no event will the Board's payments exceed a maximum of nine (9) months in addition to the 90-day notice period described above.

E. This Contract may be terminated at any time upon the written mutual agreement of the Superintendent and the Board.

VIII.

SOCIAL MEDIA ACCOUNTS

The Superintendent may use his own professional social media accounts, such as Twitter and Facebook accounts, in fulfilling his responsibilities as Superintendent. The Superintendent may state his affiliation with the school division and display division logos with content distributed with his professional social media accounts. The Superintendent will cease use of division logos in postings on his professional social media accounts after his separation from the division.

The Superintendent's use of his professional social media accounts may be for a variety of purposes, including, but not limited to, sharing information regarding the division and engaging in professional learning conversations.

Recognizing that the Superintendent's use of social media tools will help meet the needs of the division, division resources may be used to support the Superintendent's use of social media tools. For example, staff time may be used to help create or distribute content through social media.

At such time as the Superintendent separates from the division, the Superintendent retains complete and sole ownership of his professional social media accounts. Nothing in this section gives the Superintendent any ownership of division social media accounts.

IX.

AMENDMENT

Any and all conditions previously listed can be amended, altered or eliminated at any given time throughout the period of this contract through mutual written consent of the Board and the Superintendent except as noted herein.

X.

LCPS SUPERINTENDENT CONTRACT

APPLICABLE LAW AND SAVINGS CLAUSE

This Contract is construed under the laws of the Commonwealth of Virginia. Any provision of this contract that is contrary to or violative of such statutes or regulations shall be void and such statutes and regulations shall control and supersede any such invalid provision of this contract. If, during the term of this Contract, it is found that a specific clause of this Contract is illegal in the Commonwealth of Virginia, the remainder of the Contract not affected by such a ruling shall remain in force.

XI.

ADDITIONAL EMPLOYMENT CONDITIONS

A. Continuing employment of the Superintendent pursuant to this Contract shall be 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 State Board of Education. This requirement is a continuing requirement throughout the term of this Contract.

B. At the request of the Board at any time during the term of this Contract, the Superintendent will cooperate in the completion of a state and national criminal background check and a national credit report at the Board's expense.

C. In the event that the Board reasonably questions the capacity of the Superintendent to return to or perform his duties because of a perceived mental or physical disability, the Board may require the Superintendent to submit to a medical examination, to be performed by a licensed physician selected by the Board. The Superintendent agrees to undergo such examination and to provide the examining physician with all medical reports, diagnostic tests, laboratory results, treatment notes, or other medical records deemed germane to the examination by the examining physician. The examination shall be done at the expense of the Board and the physician shall issue a written report to the Board addressing the issue of whether the Superintendent has a physical or mental disability that prevents him from continuing his duties for 90 days or more. Such report shall remain confidential to the extent permitted by law but the Board shall be entitled to rely upon such report in the event of any legal action arising out of the Superintendent's fitness to perform his duties.

D. All rules, regulations, and policies of the State Board of Education and the Loudoun County School Board are specifically incorporated herein by reference and made a part of this Contract.

XII.

RESIDENCY

LCPS SUPERINTENDENT CONTRACT

The Superintendent shall maintain legal residency in Loudoun County, Virginia during the Term of this Contract.

XIII.

LAW, FORUM AND JURY

Any dispute related to this Contract that cannot be resolved by the parties after reasonably diligent efforts may be brought solely in the state or federal courts serving Loudoun County. This Contract, and the obligations and rights of the Board and the Superintendent shall be governed by the laws of the Commonwealth of Virginia without reference to conflict of laws principles or rules. The Board and the Superintendent irrevocably waive any and all rights to trial by jury.

XIV.

NON-ASSIGNMENT

This Contract shall be binding upon and inure to the benefit of the lawful successors of the parties and shall not be assigned or otherwise transferred.

XV.

SOVEREIGN IMMUNITY

Nothing in or by virtue of this Contract shall be regarded or construed as any waiver by the Board or by the Superintendent of sovereign or other immunity.

XVI.

CONSTRUCTION

The terms of this Contract will be applied, construed and interpreted without regard to any rule or principle of construction concerning the drafting or authorship of the Contract or any term of the Contract. Headings and Captions are purely for convenience of reference and shall not affect construction or interpretation of the Contract or provisions of the Contract.

XVII.

COMPLETE AGREEMENT

This Contract is the full and complete agreement between the parties and supersedes all prior or contemporaneous representations, agreements or understandings, oral or written.

LCPS SUPERINTENDENT CONTRACT

IN WITNESS WHEREOF, the Board has caused this Contract to be duly executed by the Chairman of the Loudoun County School Board and the Superintendent has also freely executed same as of the dates listed below, the latter of which shall be the Effective Date for this Contract, and it is attested to by the Clerk of the Loudoun County School Board and delivered as of the day and the year specified herein.

So Agreed:

SUPERINTENDENT



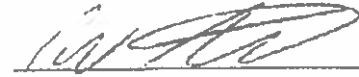
Aaron C. Spence, Ed. D

6-8-23

Date

So Agreed:

LOUDOUN COUNTY
SCHOOL BOARD



Ian Serotkin
Chairman

6-5-23

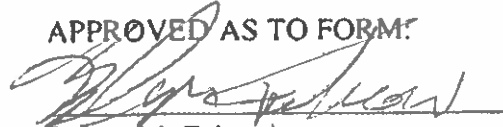
Date

ATTEST:



Shari Byrne
Clerk of the Loudoun County School Board

APPROVED AS TO FORM:



Robert M. Falconi
Division Counsel