

**SECOND EMPLOYMENT AGREEMENT**  
**BETWEEN DR. MELANIE KAY-WYATT**  
**AND THE**  
**ALEXANDRIA CITY SCHOOL BOARD**

THIS EMPLOYMENT AGREEMENT (“Second Agreement”) is made and entered into this 20<sup>th</sup> day of June 2024, by and between the Alexandria City School Board (the “Board”) and Dr. Melanie Kay-Wyatt (“Division Superintendent”), to be effective as of July 1, 2024.

**Recitals**

WHEREAS, the Board at its meeting on May 4, 2023, pursuant to Section 22.1-60 of the Code of Virginia, appointed Dr. Kay-Wyatt as the Division Superintendent of the ACPS, for a period of four years, commencing July 1, 2023, and continuing through and until June 30, 2027 (“First Agreement”); and

WHEREAS the Board desires to enter into a new employment agreement with the Division Superintendent, replacing the First Agreement, in order to recognize the contributions of the Division Superintendent to date, and to enhance administrative stability and continuity within the school system, which the Board believes generally enhances the quality of its overall educational program; and

WHEREAS, as of July 1, 2024, the parties hereto wish to replace the First Agreement, and enter into a Second Agreement setting forth a new period of employment extending through June 30, 2028, and making certain modifications of the terms of employment during such period;

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

**I. Employment and Term**

The Board agrees to employ the Division Superintendent, and the Division Superintendent agrees to work for the Board, subject to the terms and conditions contained herein, for the period from July 1, 2024 through and until June 30, 2028, unless earlier terminated as provided herein. Concurrently with this Second Agreement becoming effective, the First Agreement is terminated as of midnight June 30, 2024.

**II. Compensation**

A. Base Salary: Subject to the terms and conditions contained in this Second Agreement, beginning on July 1, 2024, the Division Superintendent will receive a Base Salary of \$282,585.14 per year. Beginning July 1, 2025, and at the beginning of July of each remaining year of this Second Agreement, the annual base salary shall be increased by the market scale adjustment, if any, given to instructional employees, unless the Division Superintendent has received an unsatisfactory evaluation during the immediately preceding year. Any adjustment in salary made during the term of this Second Agreement shall be in the form of an amendment, and shall become part of this Second Agreement, but it shall not be deemed that the Board and Division Superintendent have entered into a new contract nor that the expiration date of this Second Agreement has been extended, unless expressly stated otherwise. The annual salary of the Division Superintendent will be paid in equal semi-monthly installments in accordance with

the policies of the Board governing payment of professional staff members in the school division.

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 \$40,000 per year towards a tax-sheltered retirement plan(s) and/or account(s) of the Division Superintendent's choice. For the term of this Second Agreement, the contribution(s) provided by this paragraph will be disbursed in a lump sum(s) on or within five days after July 1st, with the first such contribution due as of July 1, 2024, and the last such contribution due as of July 1, 2028. 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, 2028, must have been employed in good standing by the Board as of June 30, 2028; 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.

C. Transportation Allowance. The Board will pay a transportation allowance of \$1000 per month to the Division Superintendent. Mileage reimbursement will be provided for out-of-city travel on ACPS business.

### **III. Annual Leave, Sick Leave, Personal Leave and Other Benefits**

A. Annual and Personal Leave. Consistent with current policies applicable to ACPS senior administrative personnel, the Division Superintendent will receive a total of 20 calendar days' annual leave, and 4 days personal leave, annually, exclusive of ACPS holidays. The Superintendent will, however, earn one additional day of annual leave for each year served under this Second Agreement, not to exceed 24 days, with the first such day earned as of July 1, 2025. The Board agrees that the Division Superintendent will be granted liberal use of this annual and personal leave with reasonable advance notice to the Board Chairman. When the Division Superintendent is on leave she will not be expected to engage in or respond to administrative matters except in the case of a bona fide emergency. The Division Superintendent may carry over any unused annual leave earned during her previous positions in ACPS. The Division Superintendent may carry over from one year to the next annual and personal leave on a basis consistent with the policies which apply to ACPS employees generally, provided however, that no more than 21 days of annual leave may be accrued, but provided further than leave existing as of the effective date of this Second Agreement may be carried over to the following year. The Division Superintendent may elect to receive a cash payment for up to 12 annual leave days per year, at a per diem rate calculated by the Division Superintendent's then-current base salary divided by 240 days.

B. Sick Leave. Consistent with current policies applicable to ACPS senior administrative personnel, the Division Superintendent will be advanced 14 days of sick leave annually. The Division Superintendent may carry over any unused annual leave earned during her previous positions in ACPS. Unused accrued sick leave accrued during service in ACPS will be accumulated on a basis consistent with the policies which apply to ACPS employees generally.

C. Payment for Vacation or Sick Leave. At the time of her retirement or separation from ACPS, the Division Superintendent will be eligible for: (a) payment of accrued sick leave, at the rates and in the maximum amounts in the 2019 ACPS Leave Payout Guide for Senior Administrative Personnel, not to exceed \$7000; and (b) payment for up to 45 days of accrued annual leave, at a per diem rate calculated by the Division Superintendent's then-current base salary divided by 240 days; provided, however that only annual and sick leave days earned within ACPS shall be eligible for payment. These payments shall be less any applicable taxes or other required deductions. There shall be no payment for unused accrued days of personal leave. If the Division Superintendent is discharged by the Board for cause as described in Article IX, then no payments for unused sick leave or annual leave will be made.

D. Insurance. The Board will pay, on behalf of the Division Superintendent, the total premium for family hospitalization, medical, and dental insurance. The Division Superintendent will be covered by disability insurance applicable to other ACPS professional employees, and at no cost to herself, during the term of this Second Agreement. The Board will pay, on behalf of the Division Superintendent, up to \$3000 per year toward the cost of premiums for long-term care insurance.

E. Education. Upon the request of the Division Superintendent the Board will review any application of the Division Superintendent for continuing education costs.

F. Regular VRS Retirement and Group Life Contributions. The Board will pay the employer share of costs for the Division Superintendent's regular retirement contributions to, and for group life insurance issued through, the Virginia Retirement System. The Division Superintendent will, as required by statute, be responsible for the regular employee contribution to VRS, and will be responsible for the employee contribution to the Alexandria City Public Schools supplemental retirement program.

G. Other Benefits. In order to encourage the continuing professional and civic growth of the Division Superintendent, the Board will, upon prior approval by the Board Chairman or other designated member of the Board, and within the allowance of the approved budget, permit a reasonable amount of leave and will reimburse reasonable expenses actually incurred and timely submitted by the Division Superintendent for membership and participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
2. Seminars and courses offered by public or private educational institutions;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Division Superintendent to perform her professional responsibilities for the Board; and
4. Professional and civic organizations.

#### **IV. Duties of the Division Superintendent**

The Division Superintendent will perform all duties and abide by all laws, policies and regulations contained in the Code of Virginia, the regulations of the Virginia State Board of Education (the "State Board of Education") and the policies and directives of the Board. The

Division Superintendent will serve as the chief administrative officer of ACPS, and will devote all of her time, skill, labor, and attention to discharge of those duties. The duties of the Division Superintendent include the responsibility and authority to organize, reorganize, and arrange the teachers, administrative and supervisory staffs, and other employees so as to best serve the students of ACPS. Further, the administration of instruction and business affairs will be lodged with the Division Superintendent and administered by her with the assistance of the administrative staff. The Division Superintendent shall fully and completely inform the Board of any and all information that is relevant to the functioning of the Board, and supervision of ACPS by the Board, and shall from time to time suggest regulations, rules, and procedures deemed necessary for the operation of the schools. The Division Superintendent agrees that she will perform any other legally permissible duties or functions which the Board may see fit to assign to her at any time during the term of this Second Agreement consistent with the office of Division Superintendent.

**V. Board/Superintendent Working Relationship, and Evaluations**

Using an instrument consistent with the performance objectives set forth in *Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators, and Superintendents* pursuant to Section 22.1-60.1 of the Code of Virginia, the Board shall evaluate annually the Division Superintendent. The Board will devote at least a portion of a Board meeting in each calendar year to a discussion of the performance of the Division Superintendent and of the working relationship between the Division Superintendent and the Board. The Board will provide evaluative feedback and establish performance criteria which can be used constructively by the Division Superintendent. The evaluation discussion referenced herein will be held in closed session and treated confidentially by the Board and the Division Superintendent so long as doing so does not violate the laws of the Commonwealth of Virginia including, but not limited to, the Virginia Freedom of Information Act as the same may be amended from time to time.

**VI. Renewal**

The Board shall endeavor to communicate to the Division Superintendent its intent with respect to renewal or extension of this Second Agreement by December 31, 2027. This Second Agreement may be renewed and extended upon such terms as the parties may mutually and in writing agree. Provided, however, that this provision shall not be deemed to create any automatic renewal or extension of this Second Agreement, and provided further that this Second Agreement may not 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.

**VII. Qualifications**

A. Professional qualifications. The Division Superintendent agrees to furnish to the Board during the term of this Second Agreement evidence that she is legally qualified to serve as Division Superintendent pursuant to the laws of the Commonwealth of Virginia and the regulations of the State Board of Education.

B. Medical examinations. The Division Superintendent agrees to undergo a comprehensive medical examination at least once every two years and to file a statement or medical report

certifying her fitness for duty with the Chairman. In addition, the Division Superintendent agrees to submit to any request by the Board for any additional examinations or statements for the purpose of determining the Division Superintendent's continuing fitness for duty, and to provide the statements or reports to the Board. Each such medical report will be treated as confidential information by the Board to the full extent that such confidentiality is permitted by law, provided however, that the medical report may be communicated to the Board if it is deemed germane to the termination, renewal and leave provisions of this Second Agreement. The cost of such examinations, statements and/or reports will be paid by the Board.

C. Residency. The Superintendent shall maintain legal residency in the City of Alexandria until this Second Agreement is terminated or expires. Failure to maintain such legal residency without prior approval by the Board shall be good and sufficient cause to terminate this Second Agreement.

### **VIII. Other Work Activities**

The Division Superintendent covenants and agrees to devote her time, attention, skills and labor during the term of this Second Agreement toward the fulfillment of her duties as described herein. The Division Superintendent shall engage in other business or employment during her term of office only with the prior express approval of the Board. The Board may approve activities of the Division Superintendent to include consultative work, speaking engagements, writing, lecturing, teaching, or other professional activities for compensation provided that such activities do not cause any conflict of interest, and that they are undertaken during annual or personal leave, or at other times which, in the opinion of the Board, do not reduce the availability of the Division Superintendent for fulfilling her full-time responsibilities hereunder. Pursuant to Section 22.1-66 of the Code of Virginia, the office of Superintendent shall be deemed vacant upon the Superintendent engaging in any other business or employment without such prior approval by the Board.

### **IX. Discipline and Termination**

This Second Agreement may be terminated or the Division Superintendent subject to discipline as follows:

A. Sufficient Cause. The Board may assess a reasonable fine upon, suspend from office, or discharge the Division Superintendent for sufficient cause in accordance with the provisions of Section 22.1-65 of the Code of Virginia or any successor provision of any future enactment of the Virginia Code. As employed herein, "sufficient cause" may include, but is not limited to, material breach of this Second Agreement, forfeiture of office, immorality, non-compliance with school laws and regulations, willful non-compliance with Board policies and regulations, conviction of a felony or a misdemeanor as set forth in Section 22.1-296.1 of the Code of Virginia (or an equivalent offense in another state or under federal law), any one of the reasons given in Sections 24.2-231, 24.2-232, or 24.2-233 of the Code of Virginia, or for other good and sufficient cause which renders the Division Superintendent unfit to continue her duties. In the event the Division Superintendent is terminated for sufficient cause pursuant to Section 22.1-65 of the Code of Virginia, then all salary and benefits shall cease as of the effective date of such termination.

Prior to imposition of a fine, suspension from office, or discharge for sufficient cause, the Division Superintendent will be entitled to written notice and will have the right to (i) appear for a hearing before the Board in Closed Session; (ii) be represented at the hearing by a representative of the Division Superintendent's choice provided that the cost of any such representative shall be paid by the Superintendent personally; (iii) receive a written decision setting forth the decision of the Board; and (iv) appeal any decision of the Board to the Circuit Court of Alexandria City, Virginia. This provision does not constitute any waiver of any rights the Board or the Division Superintendent may have to enforce this Second Agreement in a court of law.

B. Mutual Agreement. The Board and the Division Superintendent may agree in writing to terminate this Second Agreement on such terms as may be mutually acceptable.

C. Death or Disability of the Division Superintendent. In the event of the Division Superintendent's death during the term of this Second Agreement, all obligations of the parties hereunder shall terminate immediately, and the Board shall pay to the Division Superintendent's legal representatives the salary due the Division Superintendent through the date on which her death shall have occurred.

If the Division Superintendent is unable to perform with reasonable accommodation the essential duties of her position due to mental or physical injury, illness, or other disability for a period of 12 consecutive weeks, or for 12 weeks in any period of 12 consecutive months, as determined by the Board, this Second Agreement may be terminated by the Board, at its option, by written notice to the Division Superintendent, effective on the termination date specified in such notice, provided such termination date shall not be a date prior to the date of the notice of termination itself. In such case, the Board will pay the Division Superintendent the salary and benefits due her through the date on which the termination is effective and will provide any continuation of benefits as may be required by law.

D. Voluntary Resignation. In the event the Division Superintendent voluntarily resigns, all salary and benefits such as unused annual and sick leave provisions shall cease as of the effective date of such resignation. The Division Superintendent agrees to give the Board 90 days written notice of any voluntary resignation; provided, however, that the Board may, in its sole discretion, waive any or all of this 90 day notice requirement. Such voluntary resignation shall be mutually agreed upon by the Board and the Division Superintendent.

E. Without Cause. In the event the Superintendent is terminated by the Board for a reason not enumerated in subsections A-D of this Article, the Superintendent will receive an amount corresponding to the total of the following payable for one (1) year from the effective date of such termination or until June 30, 2028 whichever period is shorter: Salary payable pursuant to subsection A of Article II of this Second Agreement, and health insurance benefits payable pursuant to subsection D of Article III of this Second Agreement. Such payment shall be considered liquidated damages, actual damages being difficult to quantify, and shall be in lieu of all other damages of every kind and nature that could be claimed by the Superintendent for any cause of action whatsoever.

## **X. Indemnity**

The Board shall indemnify and hold harmless the Division Superintendent from any and all demands, claims, damages, suits, actions, and legal proceedings brought by a third party against the Division Superintendent in her individual capacity or in her official capacity, as agent and/or employee of the Board, and for any reasonable legal fees and expenses for any act or omission arising from her conduct in discharging her duties or in performing functions or services for the Board, provided that the actions of the Division Superintendent related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of her official authority. The Board's indemnity obligations as set forth herein are expressly conditioned upon the Board's exclusive right to designate legal counsel to represent the Division Superintendent and the Division Superintendent's cooperation therewith. This indemnity shall be operative only to the extent that the Division Superintendent is not covered by insurance for such demands, claims, damages, suits or actions.

## **XI. Miscellaneous**

- A. Governing Law: This Second Agreement will be governed by and construed in accordance with laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and the policies of the Board. Any provision of this Second Agreement which is contrary to or violative of such statutes, regulations, or policies will be void and such statutes, regulations, or policies will control and supersede any such invalid provision of this Second Agreement.
- B. Venue: Any action concerning this Second Agreement must be brought in the General District Court or Circuit Court of the City of Alexandria, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division.
- C. Severability: If any provision of this Second Agreement is held void or invalid, all remaining portions of this Second Agreement will remain in full force and effect so long as they are severable from the invalid or void provision.
- D. Written Modifications Only: All changes, amendments and modifications to this Second Agreement will be in writing and executed by both the Division Superintendent and the Board.
- E. Entire Agreement: Subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and policies of the Board, this Second Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Second Agreement supersedes any prior or other agreement, written or oral, between the parties, and neither party, nor any representative or agent of either of them, has made any representation with respect to the subject matter of this Second Agreement on which they may rely.
- F. Reporting: The failure of the Division Superintendent to perform the obligations agreed to in this Second Agreement will be reported by the Board to the appropriate state association of administrators and the appropriate authorities of the State Board of Education.

WHEREFORE, this Second Agreement in entered into as of the day and year first above written.

**ALEXANDRIA CITY SCHOOL BOARD**

By: \_\_\_\_\_  
**Dr. Michelle Rief, Chair**

**DR. MELANIE KAY-WYATT**

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Attest:

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Susan Neilson, Clerk of the  
Alexandria City School Board