



Negotiating or Renegotiating Your Contract

AASA National Conference

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Are you currently a superintendent?

-- Did you negotiate your contract?

-- Are you considering renegotiating your contract?

Are you thinking about becoming a superintendent?

-- Are you considering negotiating your own contract?

What would you like to
learning this session?

Who Should Negotiate Your Contract?

- You
- A lawyer



Pros and Cons of Negotiating Your Own Contract

Pros

- Avoids paying legal fees, although it is possible to get legal fees paid by the board
- May make process more informal

Cons

- May not have legal knowledge/expertise
- May lack experience in negotiating superintendent contracts
- May make it difficult to work with board in future

Pros & Cons of Hiring a Lawyer to Negotiate Your Contract

Pros

- Has benefit of legal knowledge/expertise
- Has benefit of someone with experience negotiating contracts
- Provides an intermediary

Cons

- May be more expensive, but possible to get fees paid by the board as part of contract or side letter

Pros and Cons of Negotiating Your Own Contract

District/Board Used Legal Counsel to Negotiate The Employment Agreement

<i>Responses</i>	<i>Years / Percent</i>		
	2016	2020	2021
Yes	54.4	65.1	61.7
No	43.8	33.8	37.3
Omitted Response	1.8	1.1	1%
Total	100	100	100

- The percentage of boards that used legal counsel in the development and/or negotiation of contracts has increased more than 10 percentages points since 2016.

Pros and Cons of Negotiating Your Own Contract

Superintendent Used Legal Counsel to Negotiate The Employment Agreement

<i>Responses</i>	<i>Years / Percent</i>		
	2016	2020	2021
Yes	26.9	32.2	35.5
No	71.6	66.5	63.7
Omitted Response	1.6	1.3	.8
Total	100	100	100

- While 6.5 out 10 boards use legal counsel to assist in negotiating superintendent contract and number is growing, only a little more 3 out of 10 superintendents use counsel.

If you decide to hire a lawyer to negotiate your contract, what criteria do you use to select a lawyer?

Your lawyer should have:

- Understanding of how school systems work
- Experience working with school boards and an understanding of role of school boards
- Experience working with superintendents and an understanding of role of superintendents
- Some knowledge of your school district
- Negotiating skills
- Experience negotiating contracts for superintendents
- Access to contract for previous superintendent

Negotiating a Contract: Research Contracts and Other Information

- Information regarding retirement or departure of previous superintendent
- Recruitment brochure
- Press/Media on superintendent search
- Conversations during interviews
- Previous superintendent contract
- Contracts of superintendents in area
- Benefits of district administrators, including handbook/brochures
- Relevant policies

Negotiating a Contract: Know Your Legal Bounds



- Determine if there are state or local laws that govern superintendent contracts, such as severance and length of term
- Understand that you are not required to “standard/model” and that if used is only a starting point

Negotiating a Contract: Know the Other Party

- Be sure board, mayor or appropriate contracting party has power to enter into a contract
- Understand needs and interests of other party



Negotiating A Contract: Say What You Mean and Mean What You Say

Define all terms and provisions that you want in your contract.

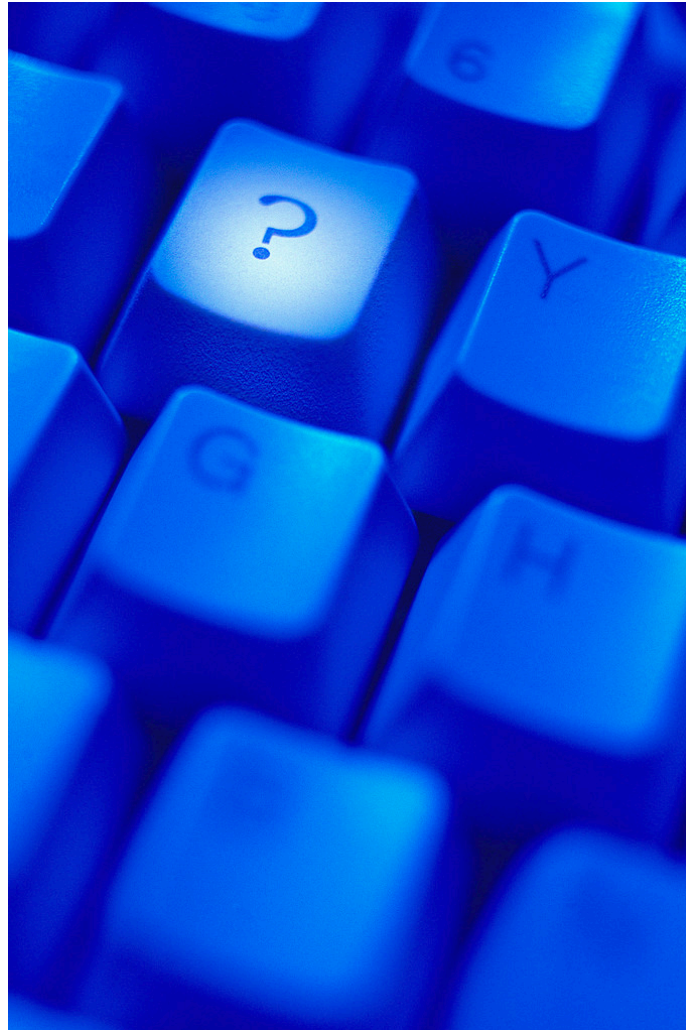


Negotiating A Contract: Develop and Maintain Relationships with Board

- When negotiating, remember that you will have to interact with the board many times after the contract is signed.
- Be conscious of developing and preserving valuable relationships.



What provisions do you want in your contract?



Examples of Provisions to Consider

- Term
- Duties and Responsibilities
- Board/Superintendent Communications and Roles/Responsibilities
- Annual Base Salary and Increases After Initial Year
- Performance Compensation
- Deferred Compensation
- Retirement
- Vacation/Personal and Sick Leave
- Supplemental Days

Examples of Provisions to Consider (continued)

- Evaluation
- Community Involvement
- Professional Speaking and Other Activities
- Residency
- Technology
- Automobile
- Business Expenses
- Health Benefits
- Life Insurance
- Disability Insurance

Examples of Provisions to Consider (continued)

- Professional Liability/Indemnification
- Professional Development/Growth
- Moving and Related Expenses
- Temporary Living Expenses
- Transition Expenses
- Termination
- Housing Allowance
- Longevity

Examples of Benefits

Benefit	Count	Percent
Deferred compensation	808	45.5
Guaranteed vesting in a retirement plan	604	34.01
Whole life insurance (accumulates value for you)	1,019	57.38
Conference attendance with fees paid	1,538	86.6
Support for a coach or mentor for the superintendent	210	11.82
Physical exam	597	33.61
Professional liability coverage in excess of any amount specified in state or local law	482	27.14
Tuition reimbursement	452	25.45
College savings plan	8	0.45
Provision allowing you to engage in outside consulting	545	30.69
Provision allowing you to engage in outside teaching	421	23.7
Smartphone or similar communications device	984	55.41
Computer (e.g., laptop)	1,014	57.09
District credit card	598	33.67
Auto/vehicle stipend	375	21.11
Mileage stipend	678	38.18
District vehicle	209	11.77
Home Internet stipend	65	3.66

Term of Contract

How do you determine the term or length of your contract?



Term of Contract

- Determine whether there are any state law limitations on the term of contract.
- Determine about how long you need or want to stay in the district.
- Consider what the board has said about term of contract.
- Determine whether there will be a provision for renewal, and if so, conditions for renewal.

Term of Contract

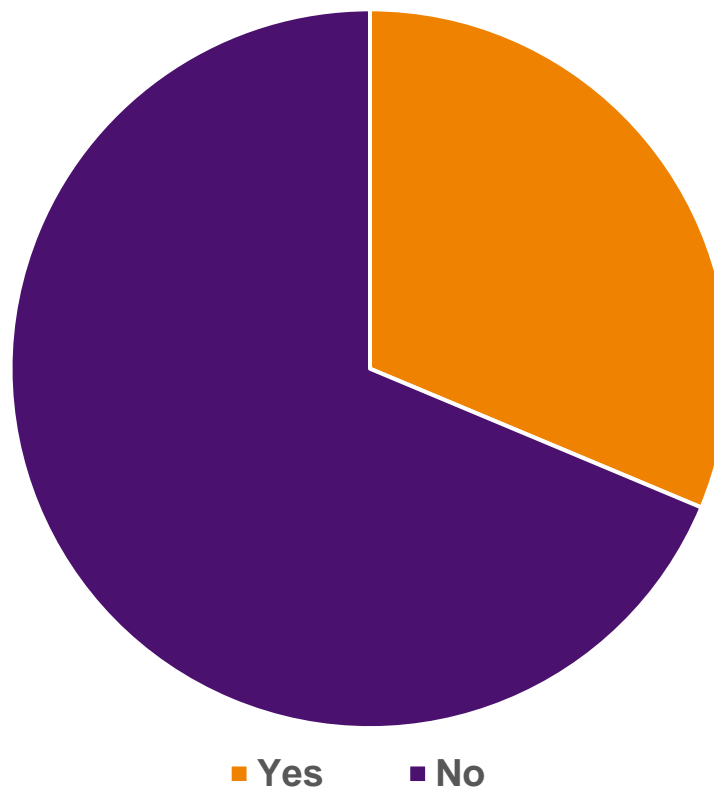
Survey Results

<i>Most Common Lengths</i>		
3 Years	5 Years	2 Years
44%	16%	18%

Term of Contract: Renewal Considerations

- Automatic renewal
- Criteria for determining whether contract will be renewed
- Unilateral or bilateral renewal
- Contract terms if there is a renewal
- Process for amending contract if there is a renewal

Term of Contract--Renewal Considerations



- About three in ten (30%) superintendents have a rollover provision. A slight decrease from 32% the prior year.

Duties and Responsibilities



Duties and Responsibilities

- Consider any state law requirements.
- Consider your priorities.
- Consider board's priorities.
- Include provision detailing duties and responsibilities.
- Include a provision regarding no reassignment to other position and no reassignment of duties.
- Include provision allowing consulting, speaking and writing with or without honorarium

Board/Superintendent Communications and Roles/ Relationships



Board/Superintendent Communications and Relationships

- Include provision regarding process that you will use to communicate with board.
- Include provision regarding how board will communicate with you.
- Include provision requiring board to include superintendent in all executive or closed session meetings.
- Include provision requiring board to include superintendent in all regular meetings of board.
- Include provision requiring board to refer all material criticisms, complaints and suggestions to superintendent for investigation and appropriate action.

Complaints/Criticisms Specified in the Agreement

	Male	Female	Prefer not to respond	Omitted	Total
Yes	317	79	0	5	401
	79.05%	19.70%	0%	1.25%	100%
No	1,004	347	9	10	1,373
	73.28%	25.33%	0.66%	0.73%	100%
Omitted	3	1	0	1	5
	60.00%	20.00%	0	20.00%	100%
Total	1,324	427	9	16	1,776
	74.55%	24.04%	0.51%	0.90%	100%

Findings: When considered by gender, female superintendents (18.5%) are slightly less likely to have their contract include a specific and detailed process for handling complaints/criticisms compared to males (23.9%).

Annual Base Salary



How do you determine what annual base salary to request?

Do research to find out:

- Salary of previous superintendents
- Salary of superintendents in region
- Salary of superintendents in state
- Salary of superintendents in comparable school districts
- Salaries of superintendents nationally

Supplemental Days

- Consider requesting pay for “X” supplemental days in recognition of your working 24/7 and on weekends, holidays and vacation

Do research to find out

	Min	25%	Median	75%	Max	Count
Fewer than 300	65000	89500	105000	122000	225000	155
300 to 999	74845	109726	125000	142460	256652	438
1,000 to 2,999	80000	127950	145000	167000	363171	588
3,000 to 4,999	99650	150733	172500	200000	365000	229
5,000 to 9,999	110000	169750	193757	213000	370000	200
10,000 to 24,999	125000	185822	213000	242164	349307	113
25,000 to 49,999	141500	202250	247000	298800	354128	36
50,000 to 99,999	198700	216266	253000	275443	365000	11
100,000 or more	119000	152650	228941	265446	334000	5
Mean			\$158,670			

Base salary increases as enrollment increases.

Do research to find out

	Minimum	25%	Median	75%	Max	N
Female	65000	121000	143700	179000	370000	427
Male	72500	122804	148969	185866	365000	1324
Prefer not to answer	90000	125000	160000	205000	225000	9
Omitted	87000	131865	145600	163800	363171	16

Findings: There is a difference in salaries by gender with males reporting higher base salaries.

Do you want a raise after the first year of your contract?



Examples of Ways to Determine Base Salary After Initial Year

- Include provision in contract for how the increase will be determined.
- Examples:
 - Link to district collective bargaining agreements
 - Link to cost-of-living increase
 - Provide for specific increase
 - Provide that will be negotiated each year

Performance Compensation



**Do you want a performance
compensation provision?**

Performance Compensation Provisions: What Are They?

- Agreement between superintendent and board to link superintendent's pay to indicators of job performance
 - Bonuses for a job well-done

Examples of Potential Benefits of Performance Compensation Provision

- Creates a set of clearly-defined goals for the district and you.
- Creates the potential for a detailed feedback-oriented evaluation system.
- Serves as a symbolic commitment to accountability.

Examples of Potential Problems with Compensation Provisions

- May not have district resources and district support necessary to achieve the goals.
- Lack direct control over teaching and learning in every classroom.
- May lead teachers and principals to complain that superintendent is placing pressure on them.
- May not be able to accept because of financial situation of district.

How to Write a Performance Compensation Provision

- Consider what criteria will be used, when will the criteria be determined and who will determine criteria.
- Consider what compensation will be if criteria is met, who will determine if criteria is met and when you will be paid if criteria is met.
- Develop clearly-defined and measurable goals.
- Allow sufficient time to implement structure/training necessary to achieve stated goals.

Example of Indicators to Determine Performance Compensation

- Test scores
- Parent involvement
- Business and community partnerships
- Attendance and dropout rates
- Balanced budget
- New programs

Deferred Compensation



Deferred Compensation

- Consider Section 403(b) / 457(b) plans or other plans.
- Consider whether the amount is a set amount or a percentage of annual base salary.
- Consider when the deferred compensation will be paid.

Annuity

Does the school district make a contribution to an annuity or private retirement account that you have?

Survey Says.....?

Yes / No

Deferred Compensation

Does the district make a contribution to an annuity?

Yes	No
46%	54%

Findings: Percentage of superintendents with this benefit continues to slowly increase compared to results in previous years.

Deferred Compensation

Does the school district make a contribution to an annuity?

	Frequency	Percent
Yes (Less than \$1,000)	33	1.86%
Yes (\$1,000-\$5,000)	282	15.88%
Yes (\$5,001-\$10,000)	233	13.12%
Yes (More than \$10,000)	244	13.74%
No	960	54.05%
Omitted	24	1.35%
Total	1,776	100%

State Retirement Plan



State Retirement Plan

- Determine number of years to vest in plan.
- Consider how much will be paid by board, including whether board will pay part or all of employee portion.
- Determine whether any payment by board will be considered part of annual base salary or any performance compensation.
- Consider whether board will buy years in retirement system.

Professional Development/Growth



Professional Development/Growth

- Consider provision for memberships in professional organizations, such as AASA and state administrators association.
- Consider provision for professional meetings and conferences.
- Consider provision for a coach or mentor.
- Consider provision for tuition reimbursement.

Professional Development/Growth

Which of your professional association membership dues are paid by the school district?

	Frequency	Percent
Community Organizations (e.g., Rotary, Chamber of Commerce)	967	54.45%
Regional Professional Organizations (e.g., state association)	106	93.97%
National Professional Organizations (e.g., AASA)	1,541	86.77%
Other	20	1.13%

Community Involvement



Community Involvement

- Consider provision for memberships in community and civic organizations, including fees and other costs associated with participating in these organizations.

Professional Speaking and Other Professional Activities



Professional Speaking and Other Professional Activities

- Consider whether to include provision regarding teaching, speaking, writing and consulting.
- Consider whether with or without honorarium.

Speaking, Consulting, Teaching

Benefit	Count	Percent
Deferred compensation	808	45.5
Guaranteed vesting in a retirement plan	604	34.01
Whole life insurance (accumulates value for you)	1,019	57.38
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Evaluation



Evaluation

- Include provision that provides that board and superintendent jointly will determine criteria, instrument and process to be used to evaluate performance.
- Include provision when the evaluation will be done.
- Include provision for responding to evaluation.
- Consider confidentiality issues.

Evaluation

Does Employment Agreement Specify the Process, Measures, and Indicators to be Used in Evaluation?

	Frequency	Percent
Yes	783	44.09%
No	981	55.24%
Omitted	12	0.68%
Total	1,776	100%

Evaluation

Is Formal Performance Evaluation Linked to Objectives or Directions Specified in Previous Year's Performance Assessment?

Yes	No
891	848
50.2%	47.7%

Evaluation

Is your formal performance evaluation linked to student outcomes/performance?

Yes	No	Omitted	Total
719	1044	13	1776
40.5%	58.8%	0.7%	100%

Since 2015/2016, percentages have fluctuated. This year's results are about 2% less than last year: 42.8%/ 41.2% / 36.7% / 35.1% / 34.1%

Evaluation

Is the outcome of your formal performance evaluation made public?

Yes	No	Omitted	Total
685	1070	21	1509
38.6%	60.3%	1.2%	100%

Findings: Almost 40% of superintendents had the outcomes of their formal evaluation released to the public. Almost 10% have it as a contract provision, whereas it is mandated by state law for 29%.

Residency



Residency

- Determine whether you are required to live in the district.
- Consider whether you will agree to live in the district, even if it is not required.

Technology



Technology

- Include provision to ensure you have technology necessary to carry out duties of being superintendent.
- Consider following examples:
 - Smartphone, including monthly charges
 - Tablet, including monthly charges
 - Laptop
 - Personal computer
 - Home fax/copy/scan machine

Technology Benefits

Benefit	Count	Percent
Deferred compensation	808	45.5
Guaranteed vesting in a retirement plan	604	34.01
Whole life insurance (accumulates value for you)	1,019	57.38
Conference attendance with fees paid	1,538	86.6
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Automobile/Automobile Allowance



Automobile/Automobile Allowance

- Consider options for automobile: district owned, leased or car allowance
Survey results: 209 or 11.7% had district-owned car
- Consider provision for mileage within and outside of district.
Survey results: 678/38.2% mileage reimbursement
- Include a provision regarding no restrictions on use of the car if district-owned or leased vehicle.
- Think about optics of what car you drive if driving your own car

Examples of Benefits

Benefit	Count	Percent
Deferred compensation	808	45.5
Guaranteed vesting in a retirement plan	604	34.01
Whole life insurance (accumulates value for you)	1,019	57.38
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Business Expenses



Business Expenses

- Consider general language, such as: “The District shall reimburse the Superintendent for reasonable and usual expenses connected with carrying out the duties of the Superintendent.”
- Consider whether you want a set amount per month for business expenses.
- Consider whether want district credit card for expenses.
- Almost 34% of superintendents reported having a district credit card.

Health and Related Benefits



A pair of glasses with dark frames and light-colored lenses is resting on a Health Insurance Claim Form. The form is white with red text and lines. The title "HEALTH INSURANCE CLAIM FORM" is prominently displayed in the upper right. The form contains various sections for personal information, including name, address, telephone, date of birth, sex, and employment status. There are also checkboxes for different types of insurance (e.g., Medicare, Medicaid, CHAMPUS, CHAMPVA, FECA, BLK LUNG) and a section for the insured's policy number. The glasses are positioned diagonally across the form, with the temples extending towards the top left and the lenses covering the central part of the form.

HEALTH INSURANCE CLAIM FORM

1. MEDICARE ☐ (Medicare #) MEDICAID ☐ (Medicaid #) CHAMPUS ☐ (Champus's SSN) CHAMPVA ☐ (VA File #) FECA ☐ (FECA BLK LUNG (SSN)) OTHER ☐ (ID)

PATIENT'S NAME (Last Name, First Name, Middle Initial) _____

PATIENT'S ADDRESS (No., Street) _____

TELEPHONE (Include Area Code) _____

STATE _____

3. PATIENT'S BIRTH DATE MM/DD/YY _____

SEX M ☐ F ☐ _____

4. INSURED'S NAME (Last Name, First Name, Middle Initial) _____

5. INSURED'S I.D. NUMBER _____

6. PATIENT STATUS Self ☐ Spouse ☐ Child ☐ Other ☐ _____

7. EMPLOYMENT? (CURRENT OR PREVIOUS) Employed ☐ Married ☐ Single ☐ Other ☐ _____

8. AUTO ACCIDENT? YES ☐ NO ☐ _____

9. OTHER ACCIDENT? YES ☐ NO ☐ _____

10. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES ☐ NO ☐ _____

11. INSURED'S POLICY GROUP OR FECA NUMBER _____

12. INSURED'S DATE OF BIRTH MM/DD/YY _____

13. INSURED'S SEX M ☐ F ☐ _____

14. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES ☐ NO ☐ _____

15. INSURED'S OR AUTHORIZED PERSON IS SIGNATURE _____

16. DATE OF SIGNATURE _____

17. SIGNATURE OF PHYSICIAN _____

18. DATE OF PHYSICIAN SIGNATURE _____

19. SIGNATURE OF PHYSICIAN _____

20. DATE OF PHYSICIAN SIGNATURE _____

Health and Related Benefits

- Consider areas to be covered, such as group health and hospitalization, mental health, dental, vision, prescription drug.
- Consider who should be covered – superintendent, spouse, family.
- Consider the amount to be paid by the board and superintendent.

Health and Related Benefits

What health insurance coverage do you receive in your contract? Coverage Paid for Superintendent: Medical/Hospital

<i>Response</i>	<i>Comparison</i>	
	2016/17	2020/21
Yes	73.7%	66%

Findings: Percentages have fluctuated between 65.5% and 79.1% since 2015-16.

Life and Disability Insurance



Life and Disability Insurance

- Consider whether you want whole or term life insurance and the amount of coverage that you want.
- Consider amount of disability insurance that you want.
- Consider the amount of insurance to be paid by board.

Life Insurance

Percentage of superintendents indicating their contracts included contributions to life insurance.

53%

Sick and Personal Leave

MEDICAL CENTER

NAME _____ AGE _____
ADDRESS _____ DATE _____

Rx

SIGNATURE

☐ LABEL
REFILL 0 1 2 3 4 5 PRN NR

Sick and Personal Leave

- Consider how many sick leave days you want each year.
- Consider how many personal leave days you want each year.
- Consider how many days may be accrued and carried forward each year.
- Consider how much you will be paid for any accumulated unused days, when you will be paid for any accumulated unused days and whether there is a cap on the total amount paid.

Sick and Personal Leave

Upon Departure from the District, how is Sick Leave Accrual Handled?

Upon Departure Sick Leave Accrual	Totals	
Credited to retirement	403	22.69%
No payment for accrued sick leave upon departure	541	30.46%
Payment calculated at a negotiated rate below daily rate	392	22.07%
Payment calculated at daily rate	431	24.27%
Omitted	9	0.51%
Total	1776	100.00%

Vacation



Vacation

- Consider the number of vacation days that you want per year.
- Make sure vacation days are in addition to district holidays.
- Consider how many days may be accrued and carried forward each year.
- Consider how much you will be paid for any accumulated unused days, when you will be paid for any accumulated unused days and whether there is a cap on the total amount paid.
- Consider pay out at end of each year for unused days.

Vacation

Upon Departure from the District, How is Vacation Leave Accrual Handled?

	Count	%
Credited to retirement	92	5.18%
No payment for accrued vacation leave upon departure	454	25.56%
Payment made to superintendent calculated at a daily rate	1107	62.33%
Payment made to superintendent calculated at a negotiated rate below daily rate	117	6.59%
Omitted	6	0.34%
Total	1776	100.00%

Professional Liability/Indemnification



Indemnification/Hold Harmless Provision

	Count	%
Yes	816	45.95%
No	500	28.15%
Not necessary as it is already provided by law	442	24.89%
Omitted	18	1.01%
Total	1776	100.00%

Other Benefits

Benefit	Count	Percent
Deferred compensation	808	45.5
Guaranteed vesting in a retirement plan	604	34.01
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Moving and Related Expenses



Moving and Related Expenses

- Consider cost of moving expenses and travel to district to relocate.
- Consider provision for temporary housing.
- Consider travel for spouse to assist in relocating.

Transition Expenses

- Consider whether there should be transition days before official start date.
- If there is agreement for transition days:
 - Determine number of days
 - Determine rate of pay
 - Provide for travel and related expenses

Termination



Example of Possible Termination Provisions

- Termination by mutual consent
- Unilateral termination by the superintendent
- Unilateral termination by the board
- Termination by the board for cause
- Termination resulting from disability of superintendent

Reassignment of Superintendent

- Does your employment agreement include a provision allowing the board to reassign you to another role in the district?

Only 9%of superintendents have this clause.

Termination

Does your contract have a severance (buy out) clause?

33%

Examples of Other Provisions



Examples of Other Provisions

- Provision to guarantee a position in district if you are terminated by the board
- Provision for attorneys' fees for negotiating contract
- Provision for same benefits as other administrators
- Provision for a transition team
- Provision regarding longevity
- Provision for housing allowance

Longevity

Does your contract have a longevity clause (i.e., a lump sum payment you will receive for the number of years you remain in the position)?

Approximately 13% of superintendents reported having a longevity clause.

Findings: Same as last year but a bit higher than in 2016. Rising-

Transition and Exit Plans



Your contract is signed? Now What?

- Transitioning in
 - Yourself
 - A team

It Looks Like the Relationship Is Getting Rocky. Now What?

- Develop an exit plan.
- Work with your attorney to develop a transition/severance agreement.
- Examples of issues to consider in negotiating transition/severance agreement:
 - Reason for exit
 - Timing
 - Severance
 - Benefits
 - Recommendation
 - Joint press release
 - Release of claims
 - Other

Exit Ticket Poll

True or false: I am leaving the session with at least one idea or piece of information I can use to help negotiate or renegotiate my next contract.

True / False

Maree Sneed

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