

INSTRUCTIONAL LEADERSHIP TEAM CONTINUING EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Rebecca G. Baenig, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Region 5, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and, shall remain in full force and effect from year-to-year subject to all the provisions set forth in this contract, unless modified by the mutual written consent of the parties. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the fiscal year in which such reassignment is made. Any other reassignment of the Employee shall be in accordance with Section 22.1-294 of the Code of Virginia.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Deputy Superintendent, including but not limited to the supervision and evaluation of the schools, instructional programs, and principals within the region. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$187,058 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

- C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.
- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee, in accordance with Virginia law, State Board of Education regulations, and the regulations and policies of the school division. The Division Superintendent shall provide his or her recommendation to the Board with respect to future compensation and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-7(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT


The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 29 day of June, 2021.



Division Superintendent



Employee 



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM ANNUAL EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Michelle Boyd, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Special Services, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this contract. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

3. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Academic Officer, including but not limited to the supervision, evaluation, and implementation of quality special education and student services programs. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$190,799 ([REDACTED]) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 25 days' vacation. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June 2022, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.
- E. In the event of termination under paragraphs 7(A)-(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 30th day of June, 2021.




Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and E. Leigh Burden, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Financial Services. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Operating Officer, including but not limited to the supervision, development, and evaluation of the school system's budget and financial programs. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Division Superintendent.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$223,551 ([REDACTED]) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

- C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.
- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

5. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

- E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.
- F. Termination without Cause by the Board. The Board, upon the recommendation of the Division Superintendent, may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i] all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 30th day of June, 2021.



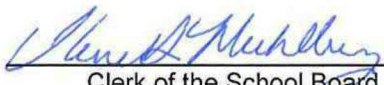
Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

EMPLOYMENT CONTRACT BETWEEN
SCOTT S. BRABRAND AND THE
FAIRFAX COUNTY SCHOOL BOARD

This Employment Contract, made and entered into this 17th day of December, 2020 by and between the Fairfax County School Board, hereinafter referred to as the BOARD, and Scott S. Brabrand, hereinafter referred to as the SUPERINTENDENT.

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

WHEREAS, the Board and Superintendent believe that a new 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, the Board and Superintendent and agree that, unless otherwise stated, this Contract shall take effect on January 1, 2021, then replacing the employment contract between the Superintendent and the Board dated July 10, 2017 (the "Existing Employment Contract");

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. TERM.

Based upon their mutual consent and their entering into this Contract, the parties agree that the term of the Existing Employment Contract shall be amended as provided herein, including to terminate on December 31, 2020, and shall be in effect as so amended until that date, thereby establishing the Superintendent's initial term as July 10, 2017 to December 31, 2020. The Board, in consideration of the promises of the Superintendent herein contained, shall employ, and the Superintendent hereby accepts employment as Division Superintendent of

Schools under this Contract, the term of which shall commence January 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this Contract.

2. DUTIES.

A. The Superintendent shall perform all duties and abide by all applicable laws, policies and regulations, including but not limited to those contained in the Code of Virginia, the Virginia State Board of Education Regulations and the policies of the Board.

B. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the school system; shall recommend the employment and placement of teachers and principals to the Board; shall organize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board subject to the approval of the Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the well ordering of the school division, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

C. The Superintendent or, in his absence or inability to attend, a person designated by him and approved by the Board, shall be present at all meetings of the Board except that the Board may vote to dispense with the attendance of the Superintendent or his designee at a special meeting of the Board.

D. The Superintendent shall devote his time, attention and energy to the business of the school division and shall engage in other business or employment, whether paid or unpaid, during his term of office only with the prior express approval of the Board.

E. The Superintendent shall prepare, with the advice and consent of the Board, an annual management plan for the school division. The management plan shall include

goals and objectives, an outline of the necessary programs and activities to achieve those objectives, and an annual report of accomplishments to the Board.

3. PROFESSIONAL GROWTH OF THE SUPERINTENDENT.

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:

- A. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
 - B. seminars and courses offered by public or private educational institutions;
- and
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

The Board shall permit a reasonable amount of professional leave for the Superintendent, to use as he deems appropriate, to attend to such matters and shall pay the necessary fees for travel and subsistence expenses, as approved by the Board in its annual budget.

4. COMPENSATION.

The Board shall pay the Superintendent an annual salary of THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$311,526) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month. On July 1, 2021, the annual salary shall be increased by the annual market scale adjustment percentage given to all employees (also known as the annual cost of living adjustment) and by the division-wide average step increase percentage. The Board annually shall review the compensation paid to the Superintendent and any other adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become part of

this Contract, but it shall not be deemed that the Board and Superintendent have entered into a new contract nor that the expiration date of the existing contract has been extended, unless expressly stated otherwise.

5. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Superintendent shall receive annual leave in accordance with the then-current version of Regulation 4813 and subject to the provisions of Paragraph 9(E) of this Contract, except that: (1) he shall accrue 24 days' vacation annually, for each year of this Contract; and (2) in June of each year, the Superintendent may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 12 days.

C. Subject to deductibles and co-payments where applicable, the Board shall provide the Superintendent with the same life, long-term disability, and health insurance coverage accorded to members of the Leadership Team, and other personal benefits accorded to other educational employees of the Board. Any modification in such fringe benefits will automatically apply to the Superintendent.

D. The Board agrees to pay such professional memberships for the Superintendent as may be approved by the Board upon the Superintendent's request.

E. The Board will provide a computer, cell phone and data plan for the Superintendent's business and personal use.

F. The Board will pay the Superintendent a car allowance of \$7,200 per year. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not

limited to insurance, gas, and mileage. The School Board will report the amount of the car allowance as taxable wages, but not as salary for purposes of retirement credit.

G. At the end of each year of service, the Board agrees to contribute as a nondiscretionary employer-paid contribution the sum of FORTY THOUSAND DOLLARS (\$40,000) to either a plan established under Section 403(b) of the Code (“403(b) Plan”) or a plan established under Section 457(b) of the Code (“457(b) Plan”) as provided herein. The contributions to the 403(b) Plan and 457(b) Plan shall be invested in such investment vehicles as are made available under the plans at the sole discretion of the Superintendent. Contributions shall first be made to the 403(b) Plan. If, when added to any voluntary salary deferral contributions by the Superintendent to 403(b) Plans, the Board’s contribution as specified herein would cause the total annual 403(b) Plan contributions for the Superintendent to exceed the annual limit for such contributions under the Code, then any amount necessary to avoid exceeding such limit shall be contributed to the 457(b) Plan. The Superintendent shall at all times be one-hundred percent (100.00%) vested in the 403(b) Plan and 457(b) Plan accounts that have been established and funded by the Board pursuant to this Paragraph 5(G). In the event this Contract is terminated prior to the expiration of any term, the contribution to be made in the fiscal year of such termination shall be reduced in proportion to the months of the fiscal year not served and all other obligations pursuant to this paragraph shall cease. Notwithstanding the foregoing, provided that this Contract is still in effect as of the last day of the applicable fiscal year, the Board agrees to contribute an additional nondiscretionary employer-paid contribution as provided herein in the amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500) for both the fiscal year ending June 30, 2021 and the fiscal year ending June 30, 2022.

Any contributions under this Paragraph 5(G) that exceed the amount permitted under Sections 403(b) and 457(b) of the Code for any calendar year shall be paid to the Superintendent in cash.

The 403(b) Plan and 457(b) Plan contributions made pursuant to this Paragraph 5(G) shall, to extent permitted by law, not be used in any calculation of the Three Year Average Annual Salary or Average Final Compensation for Determination of retirement benefits under the Educational Employee's Supplementary Retirement System of Fairfax County or the Virginia Retirement System or for any calculation of "previous full fiscal year's base salary" under Paragraph 9(E) of this Contract.

H. The Board agrees that, in addition to any coverage otherwise available under any plan of self-insurance plan or insurance policy, it will provide self-insurance coverage to the Superintendent to cover all costs and expenses incident to civil liability (including those for settlement, suit or satisfaction of judgment) arising from the Superintendent's conduct in discharging his official duties, provided such conduct was, in the Board's judgment, undertaken by the Superintendent in good faith and in furtherance of the interests of the Board. This self-insurance is further conditioned upon the Board's exclusive right to designate legal counsel to represent the Superintendent in the matter for which coverage is sought.

I. The Board shall make such elections and other arrangements as are necessary for the Superintendent to participate in the Virginia Retirement System Optional Retirement Plan for School Superintendents ("VRSORP"), including allowing the Superintendent to participate in the VRSORP rather than the Virginia Retirement System. The Board shall pay its required contribution to the VRSORP and shall arrange to have the required contributions by the Superintendent to the VRSORP deducted from his salary as required by law.

6. MEDICAL EXAMINATION.

The Superintendent hereby agrees to have a comprehensive medical examination once each year, and agrees to furnish annually to the Board a statement certifying to the physical competency of the Superintendent and each such statement shall be treated as confidential information by the Board to the full extent that such confidentiality is required or permitted by law. The cost of each such annual medical examination shall be paid for by the Board.

7. EVALUATION.

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives of the Board for the year in question. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format and shall evaluate the Superintendent pursuant thereto prior to the expiration of each year of this Contract.

8. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT.

The Superintendent must be registered on the Division Superintendent Register of Eligibles of the Virginia State Board of Education for the duration of his term of office.

9. TERMINATION OF CONTRACT.

This Contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Superintendent. In the event the Superintendent is disabled and is unable to perform the essential functions of his position for a period exceeding 12 weeks in a consecutive 12-month period, notwithstanding the provision of any reasonable

accommodations, the Board may terminate this Contract by written notice to the Superintendent, but such shall not terminate the Superintendent's rights as an employee (if any) under the Disability Management Program.

The Board may require the Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits him from performing the essential functions of his position notwithstanding the provision of any reasonable accommodations.

C. The Board for Cause. The Board may terminate the Contract, for breach of contract, for any one of the reasons given in Va. Code Ann. §§ 24.2-231, 24.2-232 or 24.2-233, or for other sufficient cause. Prior to such termination, the Superintendent shall be entitled to an informal hearing before the Board, and the Board shall provide a written notice of the reason or reasons why the Board intends to terminate this Contract. The Superintendent shall have the right to appear before the Board in executive session. The Superintendent shall have the right to be represented at the hearing by a representative of the Superintendent's choice, and the right to a written decision describing the results of the hearing.

D. The Superintendent. In the event the Superintendent desires to terminate this Contract prior to the expiration of his term, he agrees to give the Board a minimum of six months' notice of his termination date.

E. The Board Without Cause. In the event the Board terminates this Contract without the consent of the Superintendent and for reasons other than those set out in Paragraphs 9B or 9C, the Board agrees to pay the Superintendent an amount calculated as follows:

1. If the termination is to be effective between January 1, 2021, and June 30, 2021, the payment shall be equal to the last full fiscal year's base salary;

2. If the termination is to be effective between July 1, 2021, and June 30, 2022, the payment shall be equal to the amount of base salary remaining to be paid during the remaining term of this Contract.

Any payment made under this Paragraph 9(E) shall be in full settlement of all obligations under this Contract and the Superintendent agrees to accept such amount in full satisfaction of all contractual rights contained herein and of all claims arising from this Contract or its termination.

10. SAVINGS CLAUSE.

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

The Superintendent hereby swears and affirms allegiance and loyalty to the Constitution of Virginia and the Constitution of the United States.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF
EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD, ARE SPECIFICALLY
INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 17th day of December 2020.

FAIRFAX COUNTY SCHOOL BOARD

By: *Ricardy J. Anderson*
Ricardy Anderson, Chairman

ATTEST:

Alene D. Muhlberg
Clerk

SCOTT S. BRABRAND

[Handwritten Signature]

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and John E. Foster, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Division Counsel. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent, including but not limited to the provision of legal services and oversight of legal fees. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Division Superintendent.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$219,755 to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid

by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.

- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

5. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

- E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.
- F. Termination without Cause by the Board. The Board, upon the recommendation of the Division Superintendent, may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i] all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

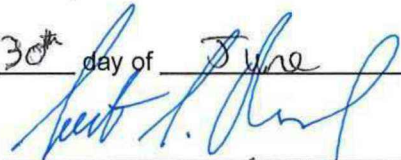
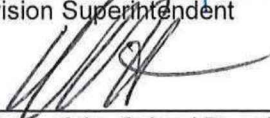

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 30th day of June, 2021

 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Division Superintendent	<div style="background-color: black; width: 100%; height: 80px; margin-bottom: 5px;"></div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Employee
 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Chairman of the School Board	 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM ANNUAL EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Mark G. Greenfelder, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, School Improvement and Supports, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this contract. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

3. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Academic Officer, including but not limited to planning, directing, managing, and evaluating school improvement programs, services and personnel divisionwide; working with the School Board, school-based administrators, and central office management to develop vision and strategies that align with the FCPS Strategic Plan to include closing gaps in access, opportunity and achievement; serving as a liaison and primary point-of-contact to the Virginia Board of Education. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$190,799 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

- C. In June 2022, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.
- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.


ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 29th day of June, 2021.



Division Superintendent

Employee



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM ANNUAL EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Penny M. Gros, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Region 4, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this contract. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

3. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Deputy Superintendent, including but not limited to the supervision and evaluation of the schools, instructional programs, and principals within the region. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$187,058 ([REDACTED]) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June 2022, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. OVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 29 day of July, 2021.



Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM CONTINUING EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Frances W. Ivey, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Deputy Superintendent, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall remain in full force and effect from year-to-year subject to all the provisions set forth in this contract, unless modified by the mutual written consent of the parties. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the fiscal year in which such reassignment is made. Any other reassignment of the Employee shall be in accordance with Section 22.1-294 of the Code of Virginia.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent, including but not limited to supervision and oversight of the assistant superintendents for each region. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$228,936 to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee, in accordance with Virginia law, State Board of Education regulations, and the regulations and policies of the school division. The Division Superintendent shall provide his or her recommendation to the Board with respect to future compensation and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the

report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-7(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

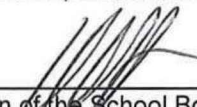
Dated this 29th day of June, 2021.



Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM ANNUAL EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Noel C. Klimenko, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Instructional Services, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this contract. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

3. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Academic Officer, including but not limited to the supervision, evaluation, and implementation of a quality instructional program. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$187,058 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June 2022, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.
- E. In the event of termination under paragraphs 7(A)-(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. OVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 30 day of June, 2021.



Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Jeffrey K. Platenberg, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Facilities and Transportation Services. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Operating Officer, including but not limited to the supervision, evaluation, and implementation of quality facilities and transportation programs. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Division Superintendent.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$214,871 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

5. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

F. Termination without Cause by the Board. The Board, upon the recommendation of the Division Superintendent, may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i] all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

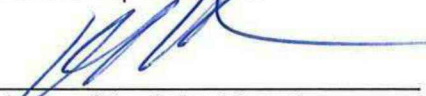
All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 8 day of July, 2021



Division Superintendent



Chairman of the School Board



Employee


Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM ANNUAL EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Sloan J. Presidio, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Chief Academic Officer, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall expire June 30, 2022, unless terminated sooner by operation of law or pursuant to this contract. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

3. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent, including but not limited to the supervision and oversight of the departments of instructional services, special services, and school improvement and supports. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$218,772 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June 2022, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the

report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 28th day of Aug, 2021.




Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Gautam Sethi, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent and Chief Information Officer. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Chief Operating Officer, including but not limited to the supervision, evaluation, and implementation of a quality information technology program. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Division Superintendent.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$210,658 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

5. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.

- E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.
- F. Termination without Cause by the Board. The Board, upon the recommendation of the Division Superintendent, may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i] all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 8 day of July, 2021.



 Division Superintendent



 Employee



 Chairman of the School Board



 Clerk of the School Board

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Marty K. Smith, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Chief Operating Officer. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent, including but not limited to the supervision and oversight of the offices of research and strategic improvement and government relations and the departments of facilities and transportation services, financial services, human resources, and information technology. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Division Superintendent.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$223,148 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

5. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee during the term of this contract. The Division Superintendent shall provide his or her recommendation to the Board with respect to future contractual employment, compensation, and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the

report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

F. Termination without Cause by the Board. The Board, upon the recommendation of the Division Superintendent, may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i] all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

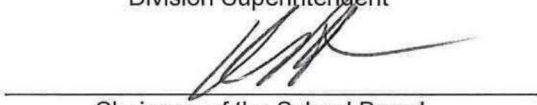
Dated this 30 day of June, 2021




Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM CONTINUING EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Douglas A. Tyson, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Region 1, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall remain in full force and effect from year-to-year subject to all the provisions set forth in this contract, unless modified by the mutual written consent of the parties. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the fiscal year in which such reassignment is made. Any other reassignment of the Employee shall be in accordance with Section 22.1-294 of the Code of Virginia.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Deputy Superintendent, including but not limited to the supervision and evaluation of the schools, instructional programs, and principals within the region. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$190,799 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

- C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.
- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee, in accordance with Virginia law, State Board of Education regulations, and the regulations and policies of the school division. The Division Superintendent shall provide his or her recommendation to the Board with respect to future compensation and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be

performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-7(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

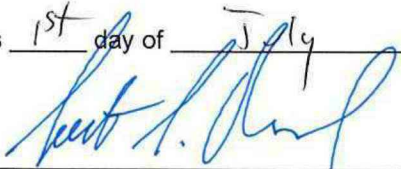
The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.


Dated this 1st day of July, 2021.



Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board

LEADERSHIP TEAM EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Esther Yee-Chung Ko, hereinafter referred to as the Employee.

WHEREAS, the Board desires to provide the Employee with a written employment contract in order to enhance administrative stability and continuity within the Leadership Team which the Board believes generally improves the quality of its overall education program; and

WHEREAS, the Board and Division Superintendent believe that a written employment contract with the members of the Leadership Team is desirable as they fulfill their administrative functions in the operation of the school system;

NOW, THEREFORE, the Board and the Employee, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Board, hereby employs, and the Employee hereby accepts employment as Auditor General. The Board may, at any time, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the term of this contract. The term of employment shall commence July 1, 2021, and shall expire June 30, 2023, unless terminated sooner by operation of law or pursuant to this contract.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the School Board, including but not limited to directing and managing the Division's internal audit functions. The Employee shall design and oversee the implementation of an audit plan and direct independent and objective audits to help the Division manage strategic risks, improve or develop efficient and effective business processes, identify and communicate best practices, foster appropriate control levels for business, operating, and financial risks. The Employee shall abide by all laws, policies, and regulations contained in the Code of Virginia, the Virginia State Board of Education regulations, and the policies of the School Board of Fairfax County under the direction and supervision of the Board.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Board. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

3. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$202,478 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

4. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.

- D. With the advance written approval of the Board, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the School Board Office.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.

5. EVALUATION AND RECOMMENDATION

The Board shall evaluate and assess the performance of the Employee during the term of this contract. The Board shall provide a recommendation with respect to future contractual employment, compensation, and assignment of the Employee. Six months prior to the expiration of this contract, the Board shall notify the Employee if it intends to offer employment after the expiration of this contract. If the Board does not intend to offer employment after the expiration of this contract, the Board shall meet with Employee to discuss the reasons therefor.

6. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Board in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.
- D. Death of the Employee.
- E. In the event of termination under paragraphs 6(A)-6(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.
- F. Termination without Cause by the Board. The Board may terminate this contract at any time without cause. In the event of termination under this paragraph 6(F), the Board will (a) give the Employee an opportunity to address the Board in writing or orally prior to the effective date of termination; and (b) pay Employee [i]

all compensation due and owing as of the date of termination; plus [ii] an amount equal to six months' salary, provided that the Employee enters into a written agreement with the Board in a form acceptable to the Board, which releases any and all claims the Employee has or may have against the Board, its members, officers, employees, and agents.

7. ALLEGIANCE TO CONSTITUTIONS

The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia, 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

This contract shall replace and extinguish any prior employment contract. Subject to the rules, regulations, and policies of the State Board of Education and the Fairfax County School Board, the laws of the United States of America, and the laws of the Commonwealth of Virginia, this contract constitutes the entire understanding between the parties with respect to this subject matter. If any provision of this contract is contrary to law, the applicable law will control and supersede any invalid provision of this contract. If any provision of this contract is held void or invalid, at the election of the Board, all remaining portions of this contract will remain in full force and effect so long as they are severable from the invalid or void provision.

10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING


All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

Dated this 1 day of July, 2021.

[Redacted signature area]

Employee



Chairman of the School Board



Clerk of the School Board

INSTRUCTIONAL LEADERSHIP TEAM CONTINUING EMPLOYMENT CONTRACT

This Employment Contract, made by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the Board, and Fabio E. Zuluaga, hereinafter referred to as the Employee. The Board, in consideration of the promises of Employee herein contained and upon the recommendation of the Division Superintendent, hereby employs, and the Employee hereby accepts employment as Assistant Superintendent, Region 2, and the parties further agree as follows:

1. TERM

The term of employment shall commence July 1, 2021, and shall remain in full force and effect from year-to-year subject to all the provisions set forth in this contract, unless modified by the mutual written consent of the parties. The Division Superintendent may, at any time after notice to the Board, reassign the Employee to any position within the school system. In the event of such reassignment, the salary of the Employee shall remain as stated herein for the balance of the fiscal year in which such reassignment is made. Any other reassignment of the Employee shall be in accordance with Section 22.1-294 of the Code of Virginia.

2. LICENSURE

The Employee shall meet, in full, state licensure requirements for the position held within the time limits imposed by the regulations of the Virginia State Board of Education and the school division. This contract is null and void if at any point during the term of this contract, the Employee does not hold a valid license as defined in the regulations of the Virginia State Board of Education.

2. DUTIES

A. The Employee shall perform all duties reasonably assigned to him or her by the Division Superintendent or Deputy Superintendent, including but not limited to the supervision and evaluation of the schools, instructional programs, and principals within the region. The Employee shall comply with provisions of the Constitutions of Virginia and the United States, federal law, the Code of Virginia, the Virginia State Board of Education regulations, and with the rules, regulations, and policies of the school system. The Employee understands and agrees that the School Board, Division Superintendent, and their designees reserve the right to change the rules, regulations, and policies of the school system as they deem necessary, at any time. The Employee will be provided with appropriate notice, as practicable, prior to the implementation of any such changes.

B. The Employee shall devote all of his or her professional time, skill, labor and attention to his or her job duties; except, the Employee may fulfill speaking engagements, teach, write or engage in other similar professional activities outside of work so long as the Employee receives advance written approval from the Division Superintendent. All requests by the Employee to perform outside professional work will include sufficient information regarding the outside work to permit a determination of whether an actual or potential conflict of interest exists, including whether the outside work will be compensated.

4. COMPENSATION

A. The Board shall pay the Employee an annual salary of \$194,615 [REDACTED] to be paid in equal monthly installments on the last working day of each month for the services rendered during that month.

B. All salary adjustments approved by the Board for Unified Salary Scale employees shall apply to the Employee.

5. BENEFITS

A. The Employee shall receive sick leave annually in accordance with the sick leave policy of the School Board.

B. The Employee shall receive annual leave in accordance with the annual leave policy of the School Board, except that he or she shall accrue no fewer than 20 days' vacation annually. The maximum number of additional days (accrued at the rate of one per year), as defined in the latest version of Regulation 4813, shall not exceed six.

- C. In June of each year, the Employee may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed 14 days.
- D. With the advance written approval of the Division Superintendent, the Employee shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be paid by the Board. The Board expects the Employee to continue his or her professional development and expects him or her to participate in relevant learning experiences. The Employee shall file an itemized expense statement with the Office of the Superintendent.
- E. The Board shall provide life insurance coverage at double the Employee's salary, at the Employee's cost, subject to the terms and conditions of the agreements with the respective insurance carriers. In addition, the Employee will maintain the opportunity to elect and participate in the benefits program as accorded to other benefit eligible employees of the School Board. Any changes to the fringe benefits provided to other employees will automatically apply to the Employee.
- F. The Board shall provide the Employee a car allowance in an amount determined by the Division Superintendent. This allowance shall be in lieu of reimbursement for any local travel expenses, including but not limited to insurance, gas, and mileage. At Employee's election, the Board shall provide the Employee a vehicle for business use, as an alternative to the car allowance. Such use shall be subject to School Board regulations regarding employer-owned vehicles. The School Board will report the amount of the car allowance or the value of the Employee's vehicle use, as appropriate, as taxable wages, but not as salary for purposes of retirement credit.

6. EVALUATION AND RECOMMENDATION

The Division Superintendent or designee shall evaluate and assess the performance of the Employee, in accordance with Virginia law, State Board of Education regulations, and the regulations and policies of the school division. The Division Superintendent shall provide his or her recommendation to the Board with respect to future compensation and assignment of the Employee. The Board shall meet and discuss with the Division Superintendent his or her recommendation.

7. TERMINATION OF CONTRACT

This employment contract may be terminated prior to the end of the term of the contract by:

- A. Termination by the Employee with 30 days advance written notice to the Board. The failure of Employee to give such required notice shall cause Employee to lose any entitlement to any unused but accrued payments that may be offered pursuant to the School Board's policies or regulations or any type of benefit or entitlement to be paid upon employment separation other than those payable under a retirement or other benefit program to which Employee has a separate legal entitlement under the program.
- B. Termination for Cause by the Board. Termination for Cause will exist in the sole discretion of the Board, upon the recommendation of the Division Superintendent, if the Employee: (1) fails to satisfactorily perform his or her duties under this contract; (2) fails to follow the instructions of the Division Superintendent or his/her designee in performance of his or her job duties; (3) engages in any conduct that adversely affects the employee's responsibilities or the school system's mission; (4) engages in illegal or immoral behavior in connection with his or her job duties; or (5) breaches his or her obligations under this contract, including but not limited to violation of the policies and/or regulations of the school system. Termination under this provision shall be governed by the procedures set forth in 8 VAC 20 Ch. 90, Part III.
- C. Disability of the Employee. In the event the Employee is disabled and is unable to perform the essential functions of his or her position notwithstanding the provision of any reasonable accommodations, the Board may terminate the Employment Contract as described in this section. In the event the Employee completes the six-month absence associated with the short-term disability program and remains unable to perform the duties of the Employee's position, the Board may terminate this Employment Contract by written notice to Employee, but such shall not terminate Employee's rights as an employee (if any) to additional benefits under the Disability Management Program. In the event of a dispute regarding the Employee's disability, the Board may require the Employee to submit to a medical examination, to be

performed by a physician licensed to practice medicine and with the medical specialization appropriate for the disability. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Employee has a continuing disability that prohibits him or her from performing his or her duties.

D. Death of the Employee.

E. In the event of termination under paragraphs 7(A)-7(D), the Employee will be paid all compensation due and owing as of the date of the termination and no further compensation.

8. NOTICE

Any notice required to be given pursuant to this contract shall be in writing and, if directed to the Board, sent to: Clerk of the School Board, 8115 Gatehouse Road, Falls Church, Virginia 22042; and if directed to the Division Superintendent, sent to: Division Superintendent, 8115 Gatehouse Road, Falls Church, Virginia 22042. Notice to the Employee shall be sent to his or her last known address.

9. PRIOR CONTRACTS VOIDED/APPLICABLE LAW INCLUDED

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10. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. NO ASSIGNMENT

The rights and obligations of the Board under this contract shall inure to the benefit of and be binding upon the successors and assigns of the Board. This contract is not assignable by the Employee.

12. MODIFICATION IN WRITING

All changes, amendments and modifications to this contract must be in writing and will not be effective unless executed by the Board.

ALL RULES, REGULATIONS, AND POLICIES OF THE STATE BOARD OF EDUCATION AND THE FAIRFAX COUNTY SCHOOL BOARD ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT.

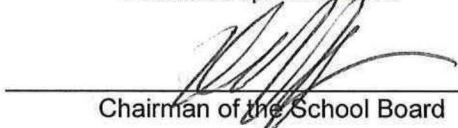
Dated this 28th day of June, 2021.



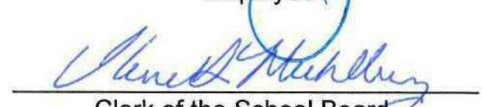
Division Superintendent



Employee



Chairman of the School Board



Clerk of the School Board