

AMENDED AND RESTATED EMPLOYMENT CONTRACT BETWEEN
KAREN GARZA AND THE
FAIRFAX COUNTY SCHOOL BOARD

This Amended and Restated Employment Contract, made and entered into this 2nd day of July, 2014, by and between the Fairfax County School Board, hereinafter referred to as the BOARD, and KAREN GARZA, 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 in order to provide vacation and sick-leave benefits that are consistent with those benefits provided to Leadership Team members and that are consistent with FCPS policy, and agree that, unless otherwise stated, this Contract shall take effect retroactively to July 1, 2013, then replacing the employment contract between the Superintendent and the Board dated April 18, 2013 (the "Existing Employment Contract");

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

1. TERM.

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 July 1, 2013, and shall expire June 30, 2017, 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. She 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 her absence or inability to attend, a person designated by her 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 her designee at a special meeting of the Board.

D. The Superintendent shall devote her time, attention and energy to the business of the school division and shall engage in other business or employment during her term of office only with the prior express approval of the Board. The Board may approve activities of the Superintendent to include adjunctive teaching and consulting provided that such activities do not cause any conflict of interest and that they are undertaken during annual leave or at other times which, in the opinion of the Board, do not reduce the availability of the Superintendent for fulfilling her full-time responsibilities hereunder.

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 her participation, as she might decide in light of her 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 her professional responsibilities for the Board.

The Board shall permit a reasonable amount of professional leave for the Superintendent, to use as she 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 TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month. Beginning July 1, 2014, and at the beginning of July of each remaining year of the Contract, the annual salary shall be increased by the market scale adjustment given to educational employees 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 annual leave policy of the School Board, except that he or she shall accrue no less 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. 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.

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

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

G. The Board will pay the Superintendent \$2,000 per month as a housing allowance.

H. The Board agrees to provide the Superintendent an automobile for her business and personal use.

I. The Board will pay the Superintendent the amount of TWO THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$2,083.33) each month as a Retirement Plan Contribution Stipend which the Superintendent may choose to receive as taxable income or may elect to use as a voluntary salary deferral to a custodial account established on behalf of the Superintendent in accordance with Sections 457(b) and 457(g) of the Internal Revenue Code (the "Code"), a custodial account established on behalf of the Superintendent in accordance with Section 403(b)(7) of the Code or an annuity policy established on behalf of the Superintendent in accordance with Section 403(b) of the Code.

The contributions to a 457(b) account or 403(b) account 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 "last full fiscal year's salary."

J. At the end of each year of service, the Board agrees to contribute as an nondiscretionary employer-paid contribution the sum of FORTY THOUSAND (\$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 the 403(b) Plans, the Board's contribution as specified herein would cause the total contributions to 403(b) Plans 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 5H. 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 by the percentage of the fiscal year not served and all other obligations pursuant to this paragraph shall cease. Any contributions under this Paragraph 5H 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 5H 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 "last full fiscal year's salary."

K. 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 her 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.

L. The Board shall reimburse the Superintendent for her costs incurred in moving her household goods and furnishings to Fairfax County in an amount not to exceed \$25,000. The Superintendent shall solicit three bids for such moving contract, and shall select the lowest reasonable bid.

M. The Board shall reimburse the cost of temporary housing for the Superintendent and her family for up to 90 days, if necessary, but such cost shall not exceed \$5,000 per month.

N. The Board shall compensate the Superintendent on a per diem basis for any days she provides services to the school system prior to July 1, 2013. The Chairman of the School Board must authorize any such employment and the per diem payment shall be calculated on the base salary provided for herein.

O. 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 VRSOPRP and shall arrange to have the required

contributions by the Superintendent to the VRSORP deducted from her 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 her 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 her 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 her from performing the essential functions of her 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 her term, she agrees to give the Board a minimum of three months' notice of her 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 July 1, 2013 and June 30, 2016, 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, 2016 and June 30, 2017, 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 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 2nd day of July, 2014.

FAIRFAX COUNTY SCHOOL BOARD

By: 
Ilryong Moon, Chairman

ATTEST:

Clerk


KAREN GARZA