

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 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 December 1, 2013, and shall expire June 30, 2015, 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 Superintendent, including 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 will devote his or her time, skill, labor, and attention to said employment during the term of his or her contract; provided, however, that Employee, subject to the approval of the Division Superintendent, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, and may personally receive compensation for such.

3. COMPENSATION.

A. The Board shall pay the Employee an annual salary of \$170,030 (job group LT, step 8) 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 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. With the 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 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.

6. TERMINATION OF CONTRACT.

This employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of 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. The Board and the Employee 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 Employee has a continuing disability that prohibits him or her from performing his or her duties.

C. The Division Superintendent, after notice to the Board, may terminate this contract at any time with or without cause by payment to the Employee of an amount equal to the balance of the annual salary for the remainder of this contract or an amount equal to twelve months salary, whichever is less.

D. After notice to the Board, the Division Superintendent is empowered to negotiate with the Employee for a mutual termination of this contract, provided that any payment to the Employee in such circumstances shall not exceed twelve months salary.

E. The Board may terminate this contract and all payments and obligations hereunder upon the recommendation of the Division Superintendent for breach of contract by the Employee or for other good cause.

7. ALLEGIANCE TO CONSTITUTIONS.

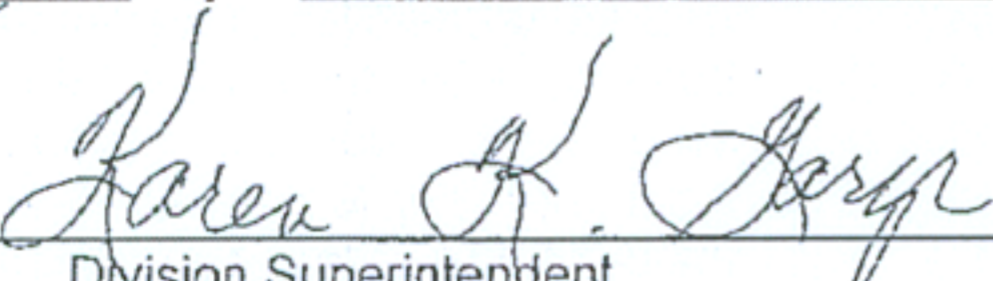
The Employee swears and affirms allegiance and loyalty to the Constitution of Virginia and to the Constitution of the United States.

8. PRIOR CONTRACTS VOIDED.

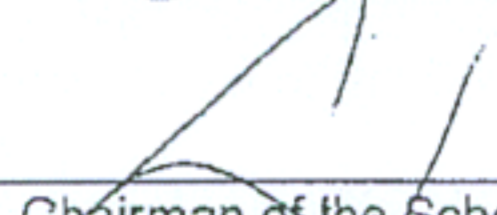
This contract shall replace and extinguish any prior employment contract.

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 October, 2013.



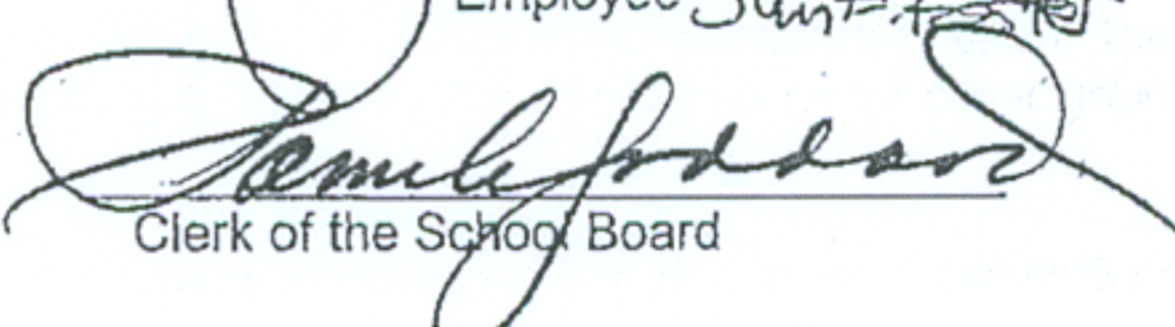
Division Superintendent



Chairman of the School Board



Employee John F. Foster



Clerk of the School Board