

AMENDED AND RESTATED  
EMPLOYMENT CONTRACT BETWEEN  
JACK DONALD DALE AND THE  
FAIRFAX COUNTY SCHOOL BOARD

This Amended and Restated Employment Contract, made and entered into this 21st day of December, 2006, by and between the Fairfax County School Board, Fairfax County, Virginia, hereinafter referred to as the BOARD, and JACK DONALD DALE, 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; and

WHEREAS, the Board and Superintendent believe that a new employment contract is appropriate in order to recognize the contributions of the Superintendent to date and agree that, unless otherwise stated, this Contract shall take effect on January 1, 2007, then replacing the employment contract between the Superintendent and the Board dated May 27, 2004 (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, 2006, and shall be in effect as so amended until that date, thereby establishing the Superintendent's initial term as July 1, 2004 to December 31, 2006. 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, 2007, and shall expire June 30, 2010, 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 laws, policies and regulations 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. The Superintendent shall serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by such groups.

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 during his 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 his 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 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 not less than TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$266,292.00) 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, 2007 and at the beginning 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 be entitled to 14 days of sick leave annually and 26 days of vacation leave annually. Each year, the Superintendent shall be permitted to carry over to succeeding years as many as 16 days of vacation leave. The Superintendent may elect to receive a cash payment equivalent to a daily rate of pay for each vacation day carried over under this Contract.

B. Subject to deductibles and co-payments where applicable, the Board shall provide the Superintendent, without cost, 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.

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

D. The Board agrees to provide the Superintendent an automobile for his business and personal use.

E. At the end of each year of service, the Board will contribute the amount of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00) to a custodial account established on behalf of the Superintendent in accordance with Sections 457(b) and 457(g) of the Internal Revenue Code. This amount may be increased to SIXTEEN THOUSAND DOLLARS (\$16,000.00) per year in 2008 and thereafter if permitted by the Internal Revenue Code. This deferred compensation account shall be established and become payable in accordance with the rules for eligible deferred compensation plans under Internal Revenue Code § 457. 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 and shall not exceed the amount permitted under Section 457(b) for the Superintendent's corresponding taxable year.

The contributions to a deferred compensation 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" under Paragraph 9E of this Employment Contract.

F. At the end of each year of service, the Board agrees to contribute the sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) to a Section 403(b) tax deferred

annuity account designated by the Superintendent. This amount may be increased to FORTY-SIX THOUSAND DOLLARS (\$46,000.00) per year in 2008 and thereafter if permitted by the Internal Revenue Code.

G. The Board agrees that, in addition to any coverage otherwise available under any plan of self-insurance 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.

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 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 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 may terminate this 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. 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 three months notice of his termination date.

E. 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, 2007 and June 30, 2007, the payment shall be equal to two times the Superintendent's annual salary in effect at the time of termination;

2. If the termination is to be effective between July 1, 2007 and June 30, 2008, the payment shall be equal to one and one-half times the Superintendent's annual salary in effect at the time of termination;

3. If the termination is to be effective between July 1, 2008 and June 30, 2009, the payment shall be equal to the last full fiscal year's salary;

4. If the termination is to be effective between July 1, 2009 and June 30, 2010, the payment shall be equal to the amount of 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 21st day of December, 2006.

FAIRFAX COUNTY SCHOOL BOARD

By: 

Chairman

ATTEST:

  
Clerk

  
JACK DONALD DALE