EMPLOYMENT CONTRACT BETWEEN
MICHELLE C. REID AND THE
FAIRFAX COUNTY SCHOOL BOARD

This Employment Contract, made and entered into this 1st day of July, 2026, by and between the Fairfax County School Board, hereinafter referred to as the BOARD, and Michelle C. Reid, 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 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;

WHEREAS, the Board and Superintendent agree that, unless otherwise stated, this Contract shall take effect on July 1, 2026, then replacing the employment contract between the Superintendent and the Board dated November 8, 2024 (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 June 30, 2026, and shall be in effect as so amended until that date. 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, 2026, and shall expire June 30, 2030, 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 have the authority to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the school division 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, whether paid or unpaid, during her 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 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 attendance and 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 Four Hundred Sixty-Nine Thousand Nine Hundred Thirty-Six Dollars ($469,936) to be paid in equal monthly installments on the last working day of each month for the services rendered during that month. Beginning on July 1, 2027, 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 or benefits 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 10(E) of this Contract, except that: (1) she shall accrue 28 days' vacation annually, for each year of this Contract; (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 14 days; and (3) at the termination of employment, regardless of cause, the Superintendent shall be paid the full amount of annual leave balance, not to exceed 320 hours.

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 $12,000 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 Board will report the amount of the car allowance as taxable wages, but not as salary for purposes of retirement credit.

G. Beginning on June 30, 2027, and at the end of each year of service thereafter, the Board agrees to contribute as a nondiscretionary employer-paid contribution a sum equal to 18% of the Superintendent's base salary under Paragraph 4, to a plan established under Section 403(b) of the Code ("403(b) Plan") and/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 may be 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 the annual amount in excess of such limit shall be contributed to the 457(b) Plan to the extent permitted under the Code. 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. Any contributions required under this Paragraph 5(G) that exceed the amount permitted under Sections 403(b) and 457(b) of the Code for the year involved 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 the 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 10(E) of this Contract.

H. The Board agrees that, in addition to any coverage otherwise available under any self-insurance plan or insurance policy, it will fully defend, indemnify, and hold harmless the Superintendent to the extent allowed by law from all costs, attorneys' fees, 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 undertaken by the Superintendent in good faith and in furtherance of the interests of the school division. This agreement to fully defend, indemnify, and hold harmless the Superintendent 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 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, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation provided that such criticisms, complaints and suggestions (a) are deemed credible and material by the Board or receiving Board member, and (b) relate specifically to the Superintendent's performance of her obligations under this Contract.

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.

Any areas of growth noted in the evaluation shall have been brought to the attention of the Superintendent prior to completion of the evaluation, and the Superintendent shall have been provided a reasonable opportunity to address and/or remedy those areas.

8. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT.

Prior to the effective date of this Contract, 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. RESIDENCE REQUIREMENT.

The Superintendent shall maintain her primary residence within Fairfax County.

10. 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 six 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 10(B) or 10(C), the Board agrees to pay the Superintendent an amount calculated as follows:

1. If the termination is to be effective between July 1, 2026, and June 30, 2029, the payment shall be equal to that full fiscal year's base salary under Paragraph 4;

2. If the termination is to be effective between July 1, 2029, and June 30, 2030, the payment shall be equal to the amount of base salary under Paragraph 4 remaining to be paid during the remaining term of this Contract.

Any payment made under this Paragraph 10(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.

11. 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 __ day of July 2026.

FAIRFAX COUNTY SCHOOL BOARD

By:_____
Sandra B. Anderson, Chairman

ATTEST:

_____
Clerk

MICHELLE C. REID

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