

FIRST AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This First Amendment to the Superintendent's Employment Agreement between the County School Board of Henrico County, Virginia (hereinafter "the Board") and Amy E. Cashwell, Division Superintendent of Schools (hereinafter "the Superintendent") shall become effective upon execution by both parties.

WHEREAS, the Board and the Superintendent entered into an Employment Agreement on June 5, 2018 (hereinafter "Agreement"), whereby the Board employs the Superintendent as Division Superintendent for the term commencing July 1, 2018, and ending June 30, 2022; and

WHEREAS, the Agreement provides the Superintendent with an automobile allowance; and

WHEREAS, the Board and the Superintendent intended for the Superintendent's automobile allowance to be included in her creditable compensation; and

WHEREAS, the Board and the Superintendent were subsequently notified the automobile allowance could not be included in the calculation of her creditable compensation; and

WHEREAS, the Board is appreciative of the Superintendent's efforts in her first year; and

WHEREAS, the Board and the Superintendent wish to amend the Agreement pursuant to paragraph XIV thereof.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Board and the Superintendent hereby agree to amend the Agreement as follows:

1. Subparagraph A of Section VI, Payment of Other Benefits and Expenses, of the Agreement is deleted and replaced in its entirety with the following italicized subparagraph:

VI. PAYMENT OF OTHER BENEFITS AND EXPENSES

- A. *The Board will report to the Virginia Retirement System (VRS) as creditable compensation all amounts paid to the Superintendent pursuant to this Agreement consistent with all applicable VRS regulations. The Board shall report all amounts on the*

Superintendent's annual W-2 form in accordance with federal law.

2. Section VI, Payment of Other Benefits and Expenses, is amended by adding new subparagraph E, as follows:

E. In addition to her salary, the Board shall make a non-elective contribution of \$1,666.66 to the Superintendent's deferred compensation plan during each month of service. In no event shall this contribution exceed any limitation imposed by the Internal Revenue Code of 1986, as amended, or any other applicable provision or regulation.

3. Except as amended herein, all other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this First Amendment to the Superintendent's Employment Agreement to be executed on its behalf by its Vice-Chair in accordance with action by the Board on August 22, 2019, authorizing such execution, and the Superintendent has expressed her consent as indicated by her signature below.

AGREED:

SUPERINTENDENT

**COUNTY SCHOOL BOARD OF
HENRICO COUNTY, VIRGINIA**

Amy E. Cashwell

Roscoe D. Cooper, III, Vice-Chair

Date

Date

ATTEST:

Deborah N. Ward
Clerk of the County School Board of
Henrico County, Virginia