

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement made this ___ day of _____, 2023, by and between the School board of Flagler County, Florida (hereinafter referred to name or as "School Board") and LaShakia Moore, (hereinafter referred to by name or as "Superintendent").

WITNESSETH:

WHEREAS, the School Board shall appoint the authorized Interim Superintendent of Schools for the District pursuant to Section 1001.50, Florida Statutes; and

WHEREAS, the School Board wishes to retain LASHAKIA MOORE to provide all of the services of Superintendent, fully and faithfully, consistent with the spirit, intent and statutory requirements reading the duties and responsibilities of a school superintendent in the state of Florida currently set forth in sections 1001.48, 1001.49, 1001.51 and 1001.53, Florida Statutes; and

WHEREAS, the Superintendent is willing to provide said services and will faithfully and fully comply with all statutes, laws, rules and regulations prescribing the duties and responsibilities of such office as set forth in this Agreement, including services that the School Board may prescribe from time to time, and to give her time, energy, and ability in furtherance of the District school system and in keeping with the official authority of the Board;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE 1

RECITALS

1.1 **RECITALS:** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2

POSITION OF SUPERINTENDENT OF SCHOOLS

2.1 **EMPLOYMENT OF SUPERINTENDENT:** The Board hereby employs and appoints LaShakia Moore as Superintendent of Schools for the School Board of Flagler County, Florida for the term of this Agreement. Mrs. Moore hereby agrees to perform the duties and responsibilities of Superintendent of Schools during the term of this Agreement in accordance with the terms, covenants and conditions set forth herein.

2.2 **TERM OF AGREEMENT:** In accordance with a motion duly adopted by the School Board of Flagler County at its official meeting conducted on September 5, 2023, the Flagler

County School Board has employed and does hereby employ LaShakia Moore (hereinafter referred to as "MOORE") as its Superintendent of Schools for an initial term of four (4) years beginning on September 6, 2023 and shall remain in full force and effect, continuously, until midnight, June 30, 2027, unless earlier terminated pursuant to this Agreement. The School Board may remove MOORE from the position of Superintendent at any time during the first year of this Agreement without cause, upon an affirmative vote of at least four (4) members of the Board. In order to do so, the School Board must pass a resolution to terminate the Superintendent's employment without cause at a regular or special School Board meeting. The School Board shall give the Superintendent ninety (90) days written notice of any such determination by the Board to terminate this Agreement.

- 2.3 **OFFICIAL DUTIES:** The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent of Schools for the District as required by law and as may be assigned by the Board, and shall comply with all Board directives, State of Florida and Federal laws, and District policies, rules, and regulations as they exist or may hereinafter be adopted or amended. A copy of the current job description is appended hereto as Exhibit "A" and incorporated by reference. The Superintendent shall attend Board meetings and make recommendations to the Board as appropriate. The Superintendent shall directly and indirectly supervise all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the needs of the District subject to approval by the Board. The Superintendent agrees to devote her full time and energy to the performance of those duties in a faithful, diligent, and efficient manner, provided, however, that the Superintendent may undertake speaking engagements, writing, lecturing, or other professional duties and obligations. It is specifically agreed that such activities shall not in any way take precedence over or conflict with the regular duties of the Superintendent. The Board shall not assign the Superintendent to any other position in the District nor shall it reassign the Superintendent's duties to other employees in the District.
- 2.4 **ABSENCE FROM THE DISTRICT:** The Superintendent shall advise the Board Chair of any time when the Superintendent will be absent from the school district for a period more than two (2) working days.
- 2.5 **RESIDENCE:** The Superintendent shall reside in Flagler County, Florida.
- 2.6 **AGREEMENT EXTENSION:** This Agreement may be extended upon mutual written agreement of the School Board and Superintendent.
- 2.7 **BOARD AND SUPERINTENDENT COMMUNICATIONS & ROLES/RESPONSIBILITIES:** The Board and the Superintendent agree that they will work with each other in the spirit of

cooperation and teamwork and shall provide each other with regularly scheduled opportunities to discuss Board/Superintendent relationships, issues and communications. The Board recognizes that it is a collective body and that each Board member recognizes that his or her authority as a Board member is derived from the collective deliberation and action of the Board as a whole. It is agreed that the Board, individually and collectively, shall refer promptly to the Superintendent for study and recommendation any criticism, complaints, and suggestions brought to the attention of the Board or any member of the Board regarding the administration of the District or the performance of the Superintendent. The Board and Superintendent will collaborate and mutually develop the Board's priorities and areas of focus for the Superintendent to begin to address as she assumes control of District operations.

It is agreed that the School Board and its individual Board members will promptly refer to the Superintendent for her study and recommendation any criticisms, complaints and suggestions brought to the attention of the School Board or any individual Board Member.

In the event the Superintendent intends to apply for and/or enters negotiations to consider alternative employment, the Superintendent shall notify the Board of such intent to apply and/or intent to enter into negotiations within three (3) business days of said action.

In the event the Superintendent is a party to any legal proceeding and/or investigation (i.e. civil action, suit, traffic infraction/warning, agency investigation, personal investigation, etc.), the Superintendent shall notify the Board of such incident within three (3) business days of such incident or being made aware of such incident.

- 2.8 **RESPONSIBILITIES OF THE BOARD:** The Board shall perform its duties in accordance with Federal law, Florida Statutes, State Board of Education Rules and Board policy. The Board, as well as individual Board members, shall refer concerns and complaints to the Superintendent. Individual Board members have no authority to take action or direct the Superintendent except with express authorization by majority vote of the Board.

ARTICLE 3

COMPENSATION OF SUPERINTENDENT

The Superintendent shall be paid in accordance with the Board's normal payroll practices, determined as follows:

- 3.1 **SALARY:** Effective September 6, 2023, for all services rendered by the Superintendent under this Contract, the Board shall pay the Superintendent a base salary of One Hundred

Seventy-Five Thousand Dollars (\$175,000.00), per year less appropriate deductions for employment taxes and income tax withholding.

- 3.2 **PAY INCREASES.** Effective July 1, 2024, and each July 1st of each subsequent year during the term of this Agreement, the Superintendent shall receive a pay increase to the base salary equal to the average percentage increase granted the Flagler County School District instructional bargaining unit or three percent (3.0%), whichever is less. Said increase shall be made retroactive to July 1st of the fiscal year in which the bargaining process is completed and shall be calculated in accordance with past practices. Additional performance incentives are addressed in 3.3 and 9.4, and 9.7.

The Board may, at its sole discretion, grant additional pay increases at any time based on the Board's assessment of current conditions or any other factors bearing on the Superintendent's performance and compensation.

- 3.3 **CHIEF EXECUTIVE OFFICER LEADERSHIP DEVELOPMENT PROGRAM:** In addition to the annual salary provided in 3.1 above, as permitted by section 1001.50(4), Florida Statutes (2019), the Superintendent shall receive an annual performance salary incentive from the Board in the amount determined as provided for elected superintendents, pursuant to sections 1001.47(4) and (5), Florida Statutes (2019), so long as she has successfully completed the certification requirements for both phases of the leadership development and performance compensation program and demonstrated successful performance as determined by the Florida Department of Education as set forth in those sections. Upon completion of phase one the Superintendent shall be entitled to an additional \$2,000.00 per year. If the certification is earned during a calendar year, the increase shall be prorated from the date the certification is received to June 30th of that year. Upon the successful completion of both phases, the Superintendent shall be compensated in accordance with Florida Statute 1001.47(5)(b) where she shall be paid a salary incentive of not less than \$3,000.00 nor more than \$7,500.00 based upon her performance evaluation determined by a team of peers who will conduct an on-site visit to the District. The on-site visit will determine the level of skill development, implementation of the learning project and the impact on the district. After the Superintendent is initially certified, she must complete a similar performance assessment process annually to maintain certification and the continuance of the salary incentive.

- 3.4 **DEFERRED COMPENSATION:** In addition to the base salary provided in subsection 3.1 above, and subject to the limit permitted by law, the School Board shall contribute yearly an amount equal to eight percent (8 %) of the then current base salary in the form of a non-elective employer contribution to an annuity plan or similar plan designated by the Superintendent. As required by the program selected, this contribution will be paid by the School Board in monthly increments. There shall be no cash option for this benefit.

- 3.5 **VEHICLE USE:** The duties and responsibilities of her office will require the Superintendent to travel extensively in county and throughout the State of Florida by automobile. The School Board shall provide the Superintendent a vehicle for her use while performing her professional duties. Maintenance and fuel for such vehicle shall be provided by the District.
- 3.6 **EXPENSE ALLOWANCE:** The School Board will provide the Superintendent an allowance in the amount of Seven Hundred Dollars and No Cents (\$700.00) per month (hereinafter referred to as "Expense Allowance") during the term of this Agreement to be used for business-related expenses incurred by the Superintendent in the performance of her duties and responsibilities.

ARTICLE 4

INSURANCE COVERAGES AND BENEFITS

- 4.1 **HEALTH INSURANCE BENEFITS:** For the term of this Agreement, the Superintendent shall be provided with Board-paid benefits for herself, her spouse and eligible dependents on the same terms and conditions as such benefits are provided to other administrative employees.
- 4.2 **LIFE INSURANCE:** The Superintendent shall receive term life insurance coverage in the amount of one year's base salary as of the date of death, up to a maximum of One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000). The life insurance benefits shall be made payable to the Superintendent's named beneficiary. The Board shall pay the premium for such insurance. The Superintendent may elect to obtain, at her own expense, additional term life insurance through any insurance plan offered to other 12-month administrative employees.
- 4.3 **FLORIDA RETIREMENT SYSTEM:** MOORE shall be eligible to participate in the Florida Retirement System ("FRS") as a member of the Senior Management Service Class under current laws and regulations. The BOARD shall contribute to the FRS as required by law including the provisions of Section 121.055, Florida Statutes, which currently provides that participation in the Senior Management Service Class is compulsory for all appointed district school superintendents. In the event that Senior Management Service Class cease to be compulsory for appointed district school superintendents, BOARD agrees to continue to maintain MOORE in membership in the Senior Management Service Class unless prohibited by law or in the event Senior Management Service Class ceases to exist.
- 4.4 **SUPERINTENDENT-PAID CONTRIBUTIONS:** The Superintendent may contribute to any additional retirement plan(s) for which she is qualified under the Internal Revenue Code

or state and federal laws. For the purposes of this Agreement, “additional retirement plan(s)” shall consist of any retirement plans authorized by Sections 401a, 403b, and/or 457b of the Internal Revenue Code. The Superintendent will determine into which plan or plans she will participate. Any deposits in such plan(s) will be made each pay period during each contract year. Deposits may be made into one or more authorized plans in any given year and will immediately become completely vested on the first day of the year for which they are deposited.

- 4.5 **OTHER BENEFITS AND PROGRAMS:** The Superintendent shall be entitled to receive those benefits and participate in those employee programs specifically identified in this Agreement and may participate in any other employee programs not expressly identified in this Agreement that are available to other 12-month administrative employees.

ARTICLE 5

TRAVEL AND PROFESSIONAL ASSOCIATIONS

- 5.1 **TRAVEL EXPENSES:** In order to assist and enhance the Superintendent’s ability to perform her duties and responsibilities, the School Board shall pay for or reimburse any reasonable travel expenses incurred outside of Flagler County, Florida by the Superintendent in the conduct of her duties and responsibilities. Any such reasonable expenses shall be paid or reimbursed to the extent permitted by state law and Board policies and shall include, without limitation, air travel, lodging, meals, rental car and other reasonable travel-related expenses incurred in the performance of the Superintendent’s duties and responsibilities.
- 5.2 **DOCUMENTATION OF EXPENSES:** The Superintendent shall comply with all Board policies, procedures and documentation requirements for expenses incurred in the conduct of School Board business. All such expenditures shall be subject to review and ultimate approval by the District’s independent auditors.
- 5.3 **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The Board encourages the continuing professional growth of the Superintendent through participation in:
- a. Professional conferences and meetings with other educational agencies and educators to attend professional conferences and meetings with other educational agencies and educators during the term of this Agreement.
 - b. Activities conducted or sponsored by local, state and national school administrator and school board associations, including but not limited to the Florida School Board

Association (FSBA); the Florida Association of District School Superintendents (FADSS); and the Council of State School Board Associations (COSSBA).

- c. Mentor programs for new superintendents where she will be able to receive guidance and assistance of a mentor through programs administered by the Florida Association of District School Superintendents.
- d. Seminars and courses offered by public or private educational institutions; and
- e. Conferences which may improve the Superintendent's capacity to perform her professional responsibilities.

The School Board shall pay in full or reimburse all legally valid expenses and fees associated with the Superintendent's participation in such conferences and meetings. The Superintendent shall periodically provide reports to the School Board about those conferences and meetings in which she has participated. The Superintendent shall file itemized expense statements to be processed and approved by the School Board as provided by law and Board policies.

- 5.4 **PROFESSIONAL MEMBERSHIPS:** The Board encourages the Superintendent to belong to appropriate professional and educational organizations and where such membership will serve the best interests of the School Board. Accordingly, the School Board shall pay for or reimburse the Superintendent for any membership dues necessary to participate in such organizations. The Superintendent shall present appropriate statements and invoices for such membership dues in accordance with District practices and School Board policies.

ARTICLE 6

VACATION LEAVE

- 6.1 **VACATION LEAVE DAYS:** The Superintendent shall receive and accumulate vacation leave at the rate of (1.5) days per month.
- 6.2 **USE OF VACATION LEAVE:** The Superintendent shall follow all School Board policies respecting the use of vacation days. The Superintendent shall submit written requests to the School Board Chair for use of her vacation days.
- 6.3 **ACCRUAL OF UNUSED VACATION DAYS:** In the event of the termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation days up to a maximum of sixty (60) days at the Superintendent's daily

rate of base salary applicable at the time of her separation from employment with Flagler County School District.

- 5.4 **PERSONAL LEAVE:** The Superintendent shall receive six (6) personal leave days each year (front-loaded), one day for each two months of service. These personal leave days shall not be counted as or deducted from the Superintendent's available sick leave, however, the personal leave days shall be used before the Superintendent shall be entitled to utilize vacation leave as described in paragraph 6.1 above.

ARTICLE 7

SICK LEAVE

- 7.1 **SICK LEAVE:** The Superintendent shall receive and accumulate annual sick leave in accordance with Florida law and School Board policies and in the same manner afforded other twelve (12) month administrative employees of the District. The Superintendent shall also retain any unused sick leave she has accrued.

ARTICLE 8

OUTSIDE ACTIVITIES

- 8.1 **OUTSIDE ACTIVITIES:** The Superintendent shall devote her full time, skill, labor and attention to the performance of her official duties. The Superintendent may engage in outside professional development activities including, without limitation, teaching, consulting, speaking and writing, provided that such activities do not interfere with her duties under this Agreement and to the extent that same does not violate Section 112.311 et seq., Fla. Stat. Code of Ethics for Public Officers and Employees. Any compensated consulting work undertaken by the Superintendent must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. Board shall not be responsible for reimbursement of any expenses, including any reasonable per diem for meals and travel. It is also agreed that unpaid consulting work for districts or organizations identified in 5.4 shall be considered professional development or temporary duty leave, due to positive exposure for the District or experiences that would enhance the Superintendents performance of district responsibilities. The Superintendent may receive honoraria for such outside activities to the extent permitted by state law and School Board policies.

ARTICLE 9

EVALUATION OF SUPERINTENDENT AND EXTENSION OF TERM

- 9.1 **EVALUATION:** MOORE’S annual evaluation shall be based on an annual review of the Board’s priorities, goals, strategic plan and contract performance. A copy of the evaluation form intended to be used is attached as “Exhibit B,” and shall serve as a model for future evaluations.
- 9.2 **ANNUAL EVALUATION:** The Board shall assess the performance of the Superintendent annually. The criteria for the assessment shall be established mutually by the Board and the Superintendent within 60 days of signing this Agreement. The criteria shall include assessment of the performance of the duties of the Superintendent as provided by Florida law, the Superintendent’s submitted goals, her self-appraisal, and the goals set forth in the school district strategic plan to be determined mutually by the Board and the Superintendent. By April 1 of each year of this Agreement, the Superintendent shall provide the Board a self-appraisal of her accomplishments and attainment of agreed-upon goals. By May 31 of each year of this Agreement, the Board shall evaluate the performance of the Superintendent using the evaluation form noted above. Board members may also meet individually with the Superintendent to share their perspectives on the evaluation. Such meetings shall consist of full and frank exchanges between the Superintendent and the individual Board Members, but shall not involve the discussion of foreseeable future Board actions, nor the disclosure by the Superintendent to a Board Member of another Board Member’s views.
- 9.3 **INTERIM REVIEW:** Each member of the Board shall conduct an individual verbal informal performance review of the Superintendent on or about the month of January each year.
- 9.4 **INCENTIVE:** Effective September 5, 2023, Superintendent shall be eligible for a salary increase based on the performance of the School District in Florida’s statewide public school standardized test rankings (FAST). If the District’s overall ranking, based on testing, improves into the top one-third of the District rankings established by the tests administered during the 2023-2024 school year or any subsequent year of the agreement, the Superintendent shall receive a one-time pay increase of Five thousand and 00/100 Dollars (\$5,000.00). If the District ranking improves to the top 10 or better of the District rankings during the 2023-2024 school year or any subsequent year of the agreement, the Superintendent shall receive a one-time pay increase of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) and if the District improves to number one (1) under such state rankings during the 2023-2024 school year or any subsequent year of the agreement, the Superintendent shall receive a one-time pay increase of Ten Thousand and 00/100 Dollars (\$10,000.00). The Superintendent is eligible for only one such one-time pay increase which shall not increase his pay in ensuing years. The foregoing pay increases shall not be cumulative.

- 9.5 **SCHEDULING OF PERFORMANCE OBJECTIVES MEETING:** The Superintendent shall make all necessary preparations for and request the scheduling of a School Board meeting on or before May 1, 2024 and on or before May 1 of each succeeding year of this Agreement to establish the Superintendent’s performance objectives for the following year. The parties may hereafter mutually agree to alter the date by which such School Board meetings shall be scheduled.
- 9.6. **ESTABLISHMENT OF FUTURE GOALS:** The School Board and Superintendent shall establish Superintendent Goals which shall be reduced to writing and approved by the School Board at a meeting to be held by July 31, 2024. Thereafter, the School Board and MOORE shall cooperatively establish Superintendent Goals during each subsequent year of the Superintendent’s employment.
- 9.7 **PERFORMANCE INCENTIVES:** The School Board and the Superintendent may agree to additional performance-based objectives related to the District’s strategic plan. If this option is exercised, and the Superintendent achieves the performance-based incentive goal she is eligible to receive a one-time non-recurring bonus of \$2,500.00. Payment shall be made within sixty (60) days of the Board’s verification of the measurable performance goal being achieved. All performance bonuses are non-recurring.
- a. Improvement in the District’s subgroup performance. Flagler County School District strives to increase the achievement of all students. A subgroup bonus incentive shall be used to award the performance incentive. For the 2023-24 or the 2024-25 school year a bonus will be paid if the district is able to reduce by one third the schools designated on the ESSA Support List for the Federal Percent of Points Index for Students with Disabilities or African American Students.
- b. A one-time non-recurring bonus of \$2,500, shall be paid for the District becoming an “A” District.
- 9.8 **EXTENSION OF TERM:** If the Superintendent does not desire to extend this Agreement, then the Superintendent must so notify the Board in writing within thirty (30) days of being offered a contract extension.

ARTICLE 10

TERMINATION

- 10.1 **TERMINATION:** This Agreement may be terminated before the end of any term by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions that are agreed upon by the Board and the Superintendent. The Board shall not arbitrarily or capriciously seek the termination of the Superintendent’s employment.

10.2 The Superintendent may terminate this Agreement at any time upon providing not less than one hundred twenty (120) days prior written notice of such resignation. After one hundred twenty (120) days following the delivery of such notice to the School Board in accordance with the notice provisions of this Agreement, this Agreement and all rights and obligations created hereunder shall terminate regardless of the date upon which such resignation is to be effective. Such written resignation shall become effective on the 120th day after its delivery to the School Board and shall become final. Without regard to whether it was accepted or not by the School Board, such written resignation may not be withdrawn or revoked by the Superintendent without consent and agreement of the School Board. The Superintendent shall receive payment under this Agreement for the balance of her salary for the actual days she has performed her duties as Superintendent and not for the remainder of her contract term. If the Superintendent resigns or is terminated for cause, she shall not be eligible for the severance payment described in 10.6 of this Section. All salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to the Superintendent under this Agreement shall be equitably prorated as of the effective date of the resignation.

10.3 **TERMINATION FOR CAUSE:** The School shall have the right to dismiss the Superintendent and terminate this Agreement for cause by majority vote of the Board. For purposes of this Agreement, cause is defined as:

- a. Material breach of the terms and conditions of this Employment Agreement;
- b. For any conduct that would constitute cause for dismissal of instructional personnel as provided in Section 1012.33(6)(a), Florida Statutes, as amended. Notice for cause, including the reasons for termination, shall be given to the Superintendent in writing and the Superintendent shall be entitled to such due process rights as provided by law and Board policy. In the event of termination for cause, the Superintendent shall be paid the Superintendent's regular compensation, including her annual salary, and benefits up to the date of termination and for any accrued benefits and expenses due pursuant to this Agreement. Pursuant to Section 215.425, Florida Statutes, no severance pay may be paid if the Superintendent is terminated for misconduct within the meaning of Section 443.036(29), Florida Statutes.

10.4 **TERMINATION WITHOUT CAUSE:** Notwithstanding any other provisions of this Agreement, the Board may terminate the Superintendent's employment hereunder without cause by a supermajority vote of the Board. The School Board may remove MOORE from the position of Superintendent at any time during the first year of this Agreement without cause, upon an affirmative vote of at least four (4) members of the Board. In order to do so, the School Board must pass a resolution to terminate the Superintendent's employment without cause at a regular or special School Board meeting.

The School Board shall give the Superintendent ninety (90) days written notice of any such determination by the Board to terminate this Agreement.

10.5 SEVERANCE PAY FOR TERMINATION WITHOUT CAUSE: In the event the Superintendent's employment is terminated without cause by the Board pursuant to Section 10.4, the Board agrees to pay the Superintendent the maximum sum that is permitted by Sections 215.425 and 1001.50(2), Fla. Stat. (2023). All compensation paid and all amounts due for salary, sick leave, vacation leave, and personal leave accruing as set forth in paragraphs 10.6 and 10.7 below from the date of termination through the remainder of the contract at the rate then in effect, less federal and state withholdings, within 15 days after the effective date of termination. Earned leave and benefits in accordance with the District's leave and benefits policies which were accrued by the Superintendent before the contract terminates may be paid. The Board shall make the severance payment and any accrued benefits and expenses due pursuant to this Agreement in a lump sum on the date of termination. In order to do so, the School Board must pass a resolution to terminate the Superintendent's employment without cause at a regular or special School Board meeting. The School Board shall give the Superintendent ninety (90) days written notice of any such determination by the Board to terminate this Agreement.

10.6 TERMINAL PAY: The Superintendent shall be entitled to receive Terminal Pay, effective as of the last day of employment, as follows:

10.6.1 ACCUMULATED VACATION LEAVE: Upon retirement or severance the Superintendent shall be paid the daily rate of pay for each accumulated day of vacation leave as designated herein.

10.6.2 ACCUMULATED SICK LEAVE: Upon departure from employment, whether by termination, retirement or death, the Superintendent will be paid for all accumulated sick leave at her then current daily rate of pay.

10.7 BENEFITS UPON TERMINATION: In the event of termination of her Agreement, the Superintendent's medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of termination.

10.8 DISABILITY OF THE SUPERINTENDENT: Should the Superintendent be unable to perform the essential functions of this position with reasonable accommodations due to physical or mental disability and said disability exists for a period of more than ninety (90) consecutive days, the Board may, at its sole discretion, cease making periodic salary payments hereunder, or make partial salary payments after such period. If such disability continues for more than ninety (90) consecutive days, or if such disability is permanent, irreparable or of such a nature as to make performance of the Superintendent's duties

impossible, the Board, at its option, taking into account all relevant factors, including medical likelihood of the Superintendent's recovery, may leave this Contract in place or terminate this Contract and, in that event, the respective duties, rights and obligations of each party shall terminate. If a question exists concerning the capacity of the Superintendent to perform the essential functions of her position, the Board may require the Superintendent to submit to a physical or mental examination by a physician selected by the Board. The examination shall be done at the expense of the Board. The Superintendent shall be entitled to receive a full, confidential report from the examining physician or other qualified medical professional. The physician shall report to the Board only whether the Superintendent has a continuing disability which prohibits or impairs her from performing one or more of the essential functions of her position, said functions defined pursuant to Section 1001.51, Florida Statutes.

- 10.9 **RETIREMENT OR DEATH OF SUPERINTENDENT:** This Agreement shall be terminated upon the retirement or death of the Superintendent. If termination is the result of the death of the Superintendent, the Superintendent's estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which the Superintendent participated and any salary, reimbursement of accrued benefits or other payments due and owing under this Agreement as of the date of death. If termination is the result of the Superintendent's retirement, the Superintendent shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this Agreement as of the date of retirement.

ARTICLE 11

INDEMNIFICATION

- 11.1 **INDEMNIFICATION:** Subject to the limitations set forth in Section 768.28, Florida Statutes, the Board will defend, save harmless, and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her capacity as agent or employee of the Board that may arise while she is acting within the scope of her employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property, or in the case of malfeasance in office; and further, criminal litigation shall not be included in this indemnity clause. The Board will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Board's obligation to indemnify the Superintendent shall survive the termination of this Employment Agreement. Nothing herein shall be deemed to be a waiver of the Board's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

ARTICLE 12

GENERAL CONDITIONS

- 12.1 **SOVEREIGN IMMUNITY:** Nothing herein is intended to serve as a waiver by the School Board of sovereign immunity or of any rights under Section 768.28, Florida Statutes.
- 12.2 **ENTIRE AGREEMENT:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 12.3 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 12.4 **AGREEMENT PREPARATION:** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 12.5 **WAIVER:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 12.6 **LEGAL COMPLIANCE:** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. Furthermore, any provisions of this Agreement which do not comply with the laws of the State of Florida in existence, from time to time, during the term of this Agreement shall be deemed amended to comply with such laws.
- 12.7 **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems

arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the seventh judicial Circuit of Flagler County, Florida.

- 12.8 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 12.9 **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 12.10 **CAPTIONS:** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 12.11 **AUTHORITY:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

FOR THE BOARD

(Corporate Seal)

THE SCHOOL BOARD OF FLAGLER COUNTY FLORIDA

BY _____

Cheryl Massaro, Chair

Witnessed by:

Witness

Witness

Approved as to Form:

Date: _____, 2023 _____

School Board Attorney

FOR THE SUPERINTENDENT:

Witness

LaShakia Moore

Witness

Date: _____, 2023