

## INTERIM 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 "Interim 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 1001.47, 1001.48, 1001.49, 1001.51 and 1001.53, Florida Statutes; and

WHEREAS, the Interim Superintendent is willing to provide said services and will faithfully and fully comply with the duties and responsibilities of her office as outlined herein, as well as provide those services to the School Board as are requested by the School Board throughout the term of this Agreement;

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 Interim Superintendent of Schools

2.1 EMPLOYMENT OF INTERIM SUPERINTENDENT: The Board hereby employs and appoints LaShakia Moore as Interim 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 Interim 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 or resolution duly adopted by the School Board of Flagler County at its official meeting conducted on May 16, 2023, the Flagler County School Board has employed and does hereby employ LaShakia Moore (hereinafter

referred to as “Moore” ) as its Superintendent of Schools. The term of this Agreement shall commence on June 1, 2023 and continue through and until January 31, 2024. If a successor Superintendent has not been named or taken office by December 31, 2023, this contract may be extended by mutual agreement at the same terms and conditions. Should the successor Superintendent be selected and ready to assume office before December 31, 2023, the forty-five day notice provision contained herein would apply.

The period from June 1 through June 30, 2023, and for one (1) months after the appointment of the new Superintendent, shall be a 'Transition Period.' During this time, Mrs. Moore will hold the title of "Interim Superintendent Designee" and shall be compensated during said Transition Period pursuant to the terms of this Agreement. Cathy Mittelstadt will remain in control of the operations of Flagler Public Schools during the transition period of June 1 through June 30, 2023 (the initial transition period). During the one-month transition period to the new Superintendent, the new Superintendent will be in control of the operations of Flagler Public Schools.

During the Transition Period, the Interim Superintendent Designee shall devote her full time and best efforts to studying the conditions of and matters pertinent to the District and shall develop plans for continued operations and improvement thereof. She shall have the authority to recommend (through the then-current Superintendent) to the Board her nominees to fill open positions of employment in the District. As of July 1, 2023, Mrs. Moore shall become the Interim Superintendent of Schools with all lawful authority as provided in Article IX of the Florida Constitution and by law.

The parties acknowledge that during the Term of the contract, the Board will be making decisions regarding the appointment of a Superintendent commencing on January 1, 2024. Nothing in this contract prohibits the Interim Superintendent from applying for the position of Superintendent.

2.3 OFFICIAL DUTIES: During the aforesaid term of this Agreement, MOORE shall perform the duties of Interim Superintendent of Schools in and for the public schools of Flagler County, Florida, as prescribed by the terms and conditions of this Agreement and by the laws of the State of Florida, the Florida Administrative Code, the Florida State Board of Education, Flagler County School Board policies, the job description of Superintendent of Schools as from time-to time adopted by Flagler County School Board. The Interim Superintendent shall comply with all Board directives, state and federal laws, applicable rules and regulations, and School Board policies currently existing or as may be adopted or amended. The Interim 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. Except as otherwise permitted by this Agreement, the Interim Superintendent agrees to devote her full time and energy to the performance of her duties in a faithful, diligent and efficient manner. The Board and the Interim 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/Interim Superintendent relationships, issues and communications. The Board recognizes the benefit of mentor programs for new and Interim Superintendents. The Board supports the Interim Superintendent seeking guidance and assistance of a mentor through programs administered by the Florida Association of District School Superintendents.

The Board and Interim Superintendent will collaborate and mutually develop the Board's priorities and areas of focus for the Interim Superintendent to begin to address as she assumes control of District operations.

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 Interim 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 Interim Superintendent.

In the event the Interim 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 Interim Superintendent shall notify the Board of such incident within three (3) business days of such incident or being made aware of such incident.

2.3 RESIDENCE: The Interim Superintendent shall reside in Flagler County, Florida.

2.4 AGREEMENT EXTENSION: This Agreement may be extended upon mutual written agreement of the School Board and Interim Superintendent.

### ARTICLE 3

#### COMPENSATION OF INTERIM SUPERINTENDENT

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

3.1 SALARY: During the term of this Agreement the Interim Superintendent's shall receive Twelve Thousand Five Hundred Dollars (\$12,500.00) per month.

- 3.2 **BENEFITS:** The Interim Superintendent will be entitled to all other benefits that Ms. Mittelstadt received as Superintendent. This shall include but is not limited to: deferred compensation paid by the school Board in monthly increments (there shall be no cash option for this benefit); life insurance; use of a District vehicle; sick leave and vacation; and an expense allowance in the amount of \$700.00 per month to be used for business-related expenses incurred by the Interim Superintendent in the performance of her responsibilities.

MOORE continues to 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.

- 3.3 **OTHER BENEFITS AND PROGRAMS:** The Interim 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 4

##### TRAVEL AND PROFESSIONAL ASSOCIATIONS

- 4.1 **TRAVEL EXPENSES:** In order to assist and enhance the Interim 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 Interim 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.
- 4.2 **DOCUMENTATION OF EXPENSES:** The Interim 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 CONFERENCES AND MEETINGS: The Board encourages the Interim Superintendent to attend professional conferences and meetings with other educational agencies and educators during the term of this Agreement. The School Board shall pay in full or reimburse all legally valid expenses and fees associated with the Interim Superintendent's participation in such conferences and meetings. The Interim Superintendent shall periodically provide reports to the School Board about those conferences and meetings in which she has participated. The Interim Superintendent shall file itemized expense statements for processing and approval by the School Board as provided by law and Board policies.
- 5.4 PROFESSIONAL MEMBERSHIPS: The Board encourages the Interim 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 Interim Superintendent for any membership dues necessary to participate in such organizations. The Interim Superintendent shall present appropriate statements and invoices for such membership dues in accordance with District practices and School Board policies.

## ARTICLE 5

### VACATION LEAVE

- 5.1 VACATION LEAVE DAYS: The Interim Superintendent shall receive and accumulate vacation leave at the rate of (1.5) days per month.
- 5.2 USE OF VACATION LEAVE: The Interim Superintendent shall follow all School Board policies respecting the use of vacation days. The Interim Superintendent shall submit written requests to the School Board Chair for use of her vacation days.
- 5.3 ACCRUAL OF UNUSED VACATION DAYS: In the event of the termination or expiration of this Agreement, the Interim 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 Interim 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 Interim 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 5.1 above.

## ARTICLE 6

### SICK LEAVE

- 6.1 SICK LEAVE: The Interim 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.

## ARTICLE 7

### APPLY FOR POSITION OF SUPERINTENDENT

- 7.1 APPLY FOR POSITION OF SUPERINTENDENT: The parties acknowledge that during the Term of this Agreement, the Board will be making decisions regarding the appointment of a Superintendent commencing on January 1, 2024. Nothing in this Agreement prohibits the Interim Superintendent from applying for the position of Superintendent.

## ARTICLE 8

### EVALUATION OF SUPERINTENDENT AND EXTENSION OF TERM

- 8.1 EVALUATION: MOORE'S annual evaluation will be conducted by the successor Superintendent based upon her role and responsibilities as Assistant Superintendent.
- 8.2 EXTENSION OF TERM: Should there be a delay in the selection of the successor Superintendent, the parties may amend this Agreement to extend the term of the Interim Superintendent until the appointment of the new Superintendent.

## ARTICLE 9

### TERMINATION

- 9.1 TERMINATION: At the end of the Term, this Agreement shall automatically terminate. Unless otherwise provided for herein, all terms of this Agreement shall cease upon the contract's termination.
- 9.2 The Interim Superintendent may terminate this Agreement at any time upon forty-five (45) days' written notice to the Board from the Interim Superintendent of intent to terminate. Upon receiving the forty-five (45) day written notice of termination, the Board may opt for earlier termination of this Agreement prior to the forty-five (45) days. The Board shall pay to the Interim Superintendent an amount equal to the unpaid portion of

the Interim Superintendent's salary through the date of termination, together with such payments, expenses, or benefits as would accrue through the date of termination. No other compensation or benefits shall be due.

9.3 In addition to automatic termination at the end of its term, this Employment Agreement may be terminated by:

1. Material breach of the terms and conditions of this Employment Agreement by either party;

2. Mutual agreement of the parties;

3. Retirement or resignation by the Interim Superintendent. In such case, the Board shall pay to the Interim Superintendent an amount equal to the unpaid portion of the Interim Superintendent's salary and accrued benefits and expenses due pursuant to this Agreement through the date of resignation. No other compensation shall be due;

4. Permanent disability of the Interim Superintendent which results in her inability to substantially perform the essential functions of her position with or without reasonable accommodations because of illness or incapacity for a continuous period lasting longer than thirty (30) days;

5. Upon written recommendation by the Florida Department of Education to terminate the Interim Superintendent for cause if there is a violation of the Code of Ethics applicable to members of the teaching profession in Florida, or a violation of the Code of Ethics prescribed by Chapter 112, Florida Statutes (as amended);

6. Death of the Interim Superintendent. Should this occur, the Interim 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 Interim Superintendent participated and any salary, reimbursement of accrued benefits or other payments due and owing under this Agreement as of the date of death.

9.4 Upon the automatic termination of this Agreement on December 31, 2023, if the Interim Superintendent did not apply for the position of Superintendent, then upon the effective date of the appointment of a new Superintendent (or Interim Superintendent), MOORE will be permitted to return to her position of Assistant Superintendent of Academics at the annual salary and benefits she earned during the school year of 2022-2023 including any salary increases she would have earned while serving in the position of Interim Superintendent. In the event of a termination of this contract prior to the end of its term, all obligations of the Board shall cease except for payment through the date of separation.

## ARTICLE 10

### INDEMNIFICATION

- 10.1 INDEMNIFICATION: Subject to the limitations set forth in Section 768.28, Florida Statutes, the Board will defend, save harmless, and indemnify the Interim Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Interim 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 Interim 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 11

### GENERAL CONDITIONS

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

- 11.5 **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.
- 11.6 **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.
- 11.7 **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.
- 11.8 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 11.9 **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.
- 11.10 **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.
- 11.11 **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 INTERIM SUPERINTENDENT:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LaShakia Moore

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_, 2023