

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement made this ____ day of _____, 2017, by and between the School board of Flagler County, Florida (hereinafter referred to name or as "School Board") and James Tager, (hereinafter referred to by name or as "Superintendent").

WITNESSETH:

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

WHEREAS, the School Board wishes to retain JAMES TAGER 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 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 Superintendent of Schools

2.1 EMPLOYMENT OF SUPERINTENDENT: The Board hereby employs and appoints James Tager as Superintendent of Schools for the School Board of Flagler County, Florida for the term of this Agreement. Mr. Tager 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 or resolution duly adopted by the School Board of Flagler County at its official meeting conducted on May 16, 2017, the Flagler County School Board has employed and does hereby employ JAMES TAGER (hereinafter referred to as "TAGER") as its Superintendent of Schools for the term of three (3) years and One (1) month beginning full time on June 1, 2017 and shall remain in full force and effect, continuously, until midnight, June 30, 2020 unless earlier terminated pursuant to this Agreement. During the term, the Superintendent shall serve at the will of the Board. The School Board may remove TAGER 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: During the aforesaid term of this Agreement, TAGER shall perform the duties of 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 (each of which as amended). A copy of the current job description is appended hereto as Exhibit "A" and incorporated by reference. The 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 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 Superintendent agrees to devote his full time and energy to the performance of his duties in a faithful, diligent and efficient manner. The Superintendent's responsibilities, duties and functions shall include, without limitation, the following:

2.3.1: Serving as the Chief Executive Officer of the School Board in accordance with Florida Statutes, state rules and School Board Policies. All powers and duties necessary to the efficient management and administration of the District shall be delegated to the Superintendent to the full extent permitted by law, including the hiring, terminating, organizing, reorganizing, assigning or reassigning administrative staff of the District deemed necessary to effect positive change for students within the District and such other duties and responsibilities prescribed by Section 1001.51, Florida Statutes. TAGER shall also be responsible for providing internal monitoring data and reports as required by Board policies.

2.3.2: Working with the Board, School District personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes;

2.3.3: Representing the interests of Board and the School District in day-to-day contact with parents, citizens, the community and other governmental agencies;

2.3.4: Providing leadership, guidelines and directions to ensure implementation of the Board's policies relating to facilities, curriculum, instruction, student services, personnel, budget and business affairs;

2.3.5: Reporting information and analyses regularly to the Board regarding student achievement and test scores;

2.3.6: Reviewing all policies to be adopted by the Board and making appropriate recommendations to the Board for enactment, revisions, additions, deletions and modifications to such policies as provided by law;

2.3.7: Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees in accordance with Florida Statutes, State Board of Education Rules, and the policies adopted by the Board;

2.3.8: Providing leadership and direction in planning and financing the maintenance of existing schools and to meet the growth needs of Flagler County with new schools;

2.3.9: Advising and making recommendations to the Board regarding possible sources of funds that may be available to implement present or contemplated Board programs;

2.3.10: Maintaining and improving his professional competency by all available means including, without limitation, reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities;

2.3.11: Establishing and maintaining an effective community relations program including effective relationships with the media;

2.3.12: Communicating openly, systematically and in a timely manner with the Board, the Board staff and the community and to inform the Board of critical issues or incidents as promptly as the circumstances shall permit;

2.3.13: Providing educational leadership to ensure quality teaching and learning;

2.3.14: Performing such other duties, responsibilities and functions as assigned or required from time to time by the Board.

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

2.5 DOCUMENTS OF OFFICE: The Superintendent shall execute and file the oath of office or any other documents required for the School Board's personnel files and for payroll purposes. The Superintendent shall file with the Flagler County Supervisor of Elections and with the Florida Commission on Ethics all documents required of him under Florida law.

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

ARTICLE 3

COMPENSATION OF SUPERINTENDENT

3.1 BASE SALARY: The Superintendent's base salary for the period of June 1, 2017 and through and including June 30, 2018 shall be \$135,000. Said compensation shall be made in bi-weekly installments. The Superintendent's base salary in subsequent fiscal years shall be established in accordance with Section 3.2 of this Agreement. In no event shall TAGER's base salary be reduced during his employment without his written consent.

3.2 SALARY ADJUSTMENTS: The Superintendent shall receive an annual salary equal to the base annual salary for the prior fiscal year, which annual salary shall be paid at the time and in the manner provided above. If the Superintendent receives an overall performance rating of satisfactory or greater on the annual Superintendent evaluation performed by the School Board, then he shall receive for the following year a salary increase not to exceed a two percent (2%) cost of living increase provided the Board has approved the percentage increase for its 12-month administrative personnel for that fiscal year. Additional performance incentives are addressed under Section 9.6.

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 (2013), 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 (2013), so long as he 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 he shall be paid a salary incentive of not less than \$3,000.00 nor more than \$7,500.00 based upon his 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, he must complete a

similar performance assessment process annually to maintain certification and the continuance of the salary incentive.

3.3 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.

3.4 VEHICLE USE: The duties and responsibilities of his 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 his use while performing his professional duties. Maintenance and fuel for such vehicle shall be provided by the District.

3.5 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 his 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 himself, his 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 Fifty Thousand Dollars (\$150,000). 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 his own expense, additional term life insurance through any insurance plan offered to other 12-month administrative employees.

4.3 FLORIDA RETIREMENT SYSTEM: TAGER 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 TAGER 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 he 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 he 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 his 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 his 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 CONFERENCES AND MEETINGS: The Board encourages the 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 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 he 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. The Superintendent may hold offices or accept responsibilities in such professional associations and organizations provided that such responsibilities do not interfere with the performance of his duties as Superintendent. 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 his 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 his separation from employment with Flagler County School District.

6.4 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 he has accrued through May 31, 2017.

ARTICLE 8

OUTSIDE ACTIVITIES

8.1 OUTSIDE ACTIVITIES: The Superintendent shall devote his full time, skill, labor and attention to the performance of his 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 his 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. The Superintendent shall disclose to the Board, in writing, any consulting work in advance of performing same. 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 Section 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: TAGER's annual evaluation shall be based on a periodic review of the Board's priorities and goals. 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: By April 1 of each year of this Agreement, the Superintendent shall provide the Board a self-appraisal of his 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 and based upon the Superintendent's job description, the powers and duties of a Superintendent as described in

Florida Statutes (as amended), the performance objectives established under this Agreement, and the Superintendent's self-appraisal. 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 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 August 1 of the first year of this Agreement and on or before July 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.

9.5 ESTABLISHMENT OF GOALS: The School Board and Superintendent shall establish initial Superintendent Goals which shall be reduced to writing and approved by the School Board at a meeting to be held by July 31, 2017. Thereafter, the School Board and TAGER shall cooperatively establish Superintendent Goals during each subsequent year of the Superintendent's employment.

9.6 PERFORMANCE INCENTIVES: The following achievements by TAGER will provide a one-time non-recurring bonus of \$2,500 for:

a. The District becoming an "A" District.

b. Improvement in the District's graduation rate. Flagler County School District strives to achieve 100% graduation rate. A graduated bonus incentive shall be used to award the performance incentive. For the 2017-18 school year the bonus will be paid if the district graduation rate increases by 3%. The bonus will be paid in the 2018-19 school year if the district-wide graduation rate is increased again by 3%. The bonus will be paid in the 2019-2020 school year if the district-wide graduation rate is increased by 3%.

c. Other performance incentive goals may be added in the future, if agreed to between the Superintendent and Board.

d. All performance bonuses are non-recurring.

ARTICLE 10

TERMINATION AND NON-RENEWAL

10.1 TERMINATION FOR CAUSE: The School Board may dismiss the Superintendent for cause from his employment for conduct which is seriously prejudicial to the Board or the School District including without limitation:

10.1.1 If the Superintendent tenders a written resignation

10.1.2 If the Superintendent fails, neglects, or refuses to come to work although he is in good health;

10.1.3 If there is a material breach of the Agreement;

10.1.4 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); or

10.1.5 If the Superintendent fails to achieve performance improvement after notice of deficiencies as provided in paragraph 9.4, or

10.1.6 If the Superintendent is found to be medically incapable of fulfilling his responsibilities under this Agreement.

10.1.7 If the Superintendent exhibits conduct precluded by Rules 6B-1.001, 6B-1.006 and 6B-4.009, Florida Administrative Code (as amended). Notice of termination for cause shall be given in writing and TAGER shall be entitled to such due process rights as provided by state law and Board policy. If this Agreement is terminated for cause, TAGER's term of office shall immediately cease. If terminated for cause, TAGER shall be ineligible for any other compensation or benefits. However, TAGER is entitled, upon termination for cause, to payment for any earned, accrued and unused leave to the extent permitted by Board policy.

10.2 SEVERANCE PAY FOR TERMINATION WITH CAUSE: If the Superintendent is terminated for reasons set forth in paragraphs 10.1.1, 10.1.2, 10.1.3, or 10.1.4 he shall not receive any severance pay.

10.3 TERMINATION WITHOUT CAUSE: During the first year of this Agreement, the School Board may remove TAGER from the position of Superintendent at any time during 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.

10.4 SEVERANCE PAY FOR TERMINATION WITHOUT CAUSE: In the event the Superintendent's employment is terminated without cause by the Board pursuant to Section 10.3, the Board agrees to pay the Superintendent the maximum sum that is permitted by Sections 215.425 and 1001.50(2), Fla. Stat. (2014). All compensation paid and all amounts due for salary, sick leave, vacation leave, and personal leave accruing as set forth in paragraphs 10.5 and 10.6 below from the date of termination through the remainder of his 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.

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

10.5.1 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.

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

10.6 BENEFITS UPON TERMINATION: In the event of termination of his 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.

10.7 SUPERINTENDENT'S INCAPACITY: In the event that the Superintendent becomes unable to perform any or all of his duties with reasonable accommodations under this Agreement due to illness, accident or other cause beyond his control and if said inability continues for a period of more than thirty (30) consecutive days, the School Board may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of the Superintendent under this Agreement. If such disability continues for more than ninety (90) consecutive days, the School Board may, in its sole discretion, terminate this Agreement whereupon the respective duties, rights and obligations of the parties hereto shall terminate including any obligations for severance pay contained in paragraph 10.4 hereof. In the event of termination due to disability, the Superintendent shall continue to receive the salary and benefits provided in this Agreement for a period of ninety (90) days from the date the Superintendent becomes disabled. The School Board's decision and determination as to the disability of the Superintendent shall be final and shall be based upon the opinion of a properly licensed medical doctor. The Superintendent

hereby consents to any medical examination requested by the School Board under this provision. The parties agree that the School Board may choose the medical doctor who will perform any such evaluation.

10.8 RESIGNATION: If the Superintendent should at any time elect to resign his position, he agrees to provide the School Board 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 his salary for the actual days he has performed his duties as Superintendent and not for the remainder of his contract term. If the Superintendent resigns or is terminated for cause, he shall not be eligible for the severance payment described in 10.4 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.

10.9 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: The School Board agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the

School Board, provided the incident arose out of or while the Superintendent was acting within the scope of his employment. The School Board shall have no obligation to defend, hold harmless or indemnify the Superintendent for any claims arising out of or based on his gross negligence, intentional wrongdoing, willful misconduct, bad faith, with malicious purpose, conduct in any manner exhibiting wanton and willful disregard of human rights, safety, or property or as a result of the willful or wanton neglect of duty. Nothing herein shall be construed as a waiver of sovereign immunity by the School Board or any rights or limitations provided in Florida Statutes including, without limitation, those rights and limitations set forth in Section 768.28, Florida Statutes.

ARTICLE 12

COORDINATION AND COMMUNICATIONS

13.1 COOPERATION: The Superintendent shall work with the School Board to develop and maintain a spirit of cooperation and teamwork in which the School Board will accept responsibility for formulating and adopting policy and for acting upon matters requiring the School Board's corporate action pursuant to Florida Law.

13.2 ADMINISTRATIVE AUTHORITY: The School Board shall delegate to the Superintendent administrative responsibility and commensurate authority for administering the public school system to the extent permitted by Florida Law.

13.3 COLLECTIVE BOARD: The School Board acknowledges that it is a collective body. Each Board Member acknowledges that her/his power as a Board member is derived from the collective deliberation and action of the School Board as a whole taken in a duly-constituted public meeting and that no Board Member has individual authority to give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems.

13.4 REFERRAL OF ISSUES: It is agreed that the School Board and its individual Board members will promptly refer to the Superintendent for his study and recommendation any criticisms, complaints and suggestions brought to the attention of the School Board or any individual Board Member from communicating directly with the School District staff.

ARTICLE 14

GENERAL CONDITIONS

14.1 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.

14.2 NO THIRD PARTIES: The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract.

14.3 NON-DISCRIMINATION: The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

14.11 ASSIGNMENT: Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the School Board.

14.12 PLACE OF PERFORMANCE: All obligations of the School Board under the terms of this Agreement are reasonable susceptible of being performed in Flagler County, Florida and shall be payable and performable in Flagler County, Florida.

14.13 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.

14.14 MEDIATION: The Parties agree that in the event they cannot resolve a dispute hereunder, they shall, prior to filing any law suit, mutually participate in mediation, to be conducted by a certified Florida Circuit Court mediator, who shall be mutually selected and whose fees shall be equally divided between the parties.

14.15 NOTICE: When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To the Board: Trevor Tucker
Chair of the School Board
The School Board of Flagler County, Florida
1769 East Moody Boulevard
Bunnell, FL 32110

With a Copy to: Kristy Gavin
School Board Attorney
The School Board of Flagler County, Florida
1769 East Moody Boulevard
Bunnell, FL 32110

To Superintendent: James Tager
Superintendent of Schools
The School Board of Flagler County, Florida
1769 East Moody Boulevard
Bunnell, FL 32110

14.16 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.

14.17 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 _____

Trevor Tucker, Chair

Witnessed by:

Witness

Witness

Approved as to Form:

Date: _____, 2017

School Board Attorney

FOR THE SUPERINTENDENT:

Witness

James Tager

Witness

Date: _____, 2017

SCHOOL DISTRICT OF FLAGLER COUNTY**JOB DESCRIPTION****SUPERINTENDENT OF SCHOOLS****QUALIFICATIONS:**

- (1) Florida certification in School Administration and Supervision.
- (2) Master's Degree in School Administration, Educational Leadership, School Principal or Professional School Principal
- (3) School Administration experience at school and county level.
- (4) Such alternatives to the above as the Board may find appropriate and acceptable.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of all facets public school leadership. Must have full understanding of the Florida Public School Finance system including a knowledge of Capital Outlay finance. Must possess an ability to work cooperatively with a wide variety of people. Must understand the role of the public schools in light of the technological revolution taking place in America. Must be able to inspire others, lead when times are difficult, and maintain a healthy, positive, attitude about the future. The superintendent must be well organized and accessible to staff and public. Must be able to act decisively.

REPORTS TO:

Board of Education

JOB GOAL

To provide leadership in all facets of the educational operation and to serve as the chief executive officer to the Board of Education.

SUPERVISES:

All administrative and supervisory personnel of the district.

PERFORMANCE RESPONSIBILITIES:

- * (1) To evaluate the effectiveness of all phases of the school program, including curriculum, instruction, books, materials, equipment, supervision, administration, business procedures, auxiliary services, efforts to promote public understanding, and other aspects of the total program.
- * (2) To develop plans for both current situations and for long-range improvements in each of the areas listed above, working closely with other personnel in the various divisions of the school organization and with the Board.
- * (3) To report on the results of this evaluation efforts and his recommended plans for improvement to the Board, and with the approval of the Board, to the general public through speeches, news releases and school community activities.

Superintendent of Schools (Continued)

- * (4) To serve as the representative of the Board in handling public complaints and criticisms of any phases of the school system, bringing unresolved problems to regular or special meeting of the Board.
- * (5) To make recommendations to the Board after consultation with other appropriate personnel concerning the employment, promotion or separation of all personnel.
- * (6) To be responsible, subject to Board approval, for the initial selection of all personnel, the definition of job responsibilities, and the placement of all personnel.
- (7) To provide inservice professional growth of all personnel responsible directly to him.
- * (8) Recommend measures to the Board to assure adequate educational facilities throughout the district. To recommend plans for insuring the operation of all schools for the term authorized by the Board.
- (9) To prepare and submit the annual school plan and budget to the Board for adoption according to law. Is also responsible for accurate records of all financial transactions.
- (10) To stay abreast of trends and developments that may affect the well-being and future of the school district, and to apply the best techniques and knowledge to district operations.
- *(11) To formulate rules, regulations, procedures, and policies for School Board approval, and to ensure enforcement of rules and regulations promulgated by order of the School Board.
- *(12) To keep the Board continuously and adequately informed concerning all functions of the school system including:
 - a. planning and evaluation
 - b. curriculum
 - c. facilities
 - d. financial affairs
 - e. personnel
 - f. transportation
 - g. special programs
 - h. management
- (13) To provide moral and ethical leadership for the school system. To demonstrate respect for individuals as human beings, including students, teachers, parents, employees, and all other community citizens.
- (14) To develop, in close cooperation with the School Board a set of goals and objectives for the school district for ensuing school year.
- (15) To perform such other duties as the Board may direct.

TECHNOLOGY ACCESS: NEFEC STUDENT ACCESS

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.
Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

Superintendent of Schools (Continued)
Job Description Supplement Code 6

Flagler County School Superintendent Evaluation Tool 2015-2016

Flagler County School Superintendent's Rubric 2015-2016								
Superintendent:		School Board Member:						
Indicator				Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)	Score
1.0 Instructional Leadership (<i>FCPS Goal 1: Improve student achievement</i>) – The superintendent acutely focuses on effective teaching and learning, possesses a deep and comprehensive understanding of best instructional practices, and continuously promotes activities that contribute to the academic success of all students.								
1.1 The superintendent demonstrates the use of student achievement data to make instructional leadership decisions.								
1.2 The superintendent demonstrates evidence of student improvement through student achievement results.								
1.3 The superintendent actively solicits and uses feedback and help from all key stakeholders in order to drive student achievement.								
2.0 Human Capital Manager (<i>FCPS Goal 2: Provide opportunities for professional growth that will positively impact student achievement</i>) - The superintendent uses the role of human capital manager to drive improvements in building leader effectiveness and student achievement.								
2.1 The superintendent effectively recruits, hires, assigns, and retains school leaders.								
2.2 The superintendent creates a professional development system for school leaders based on proficiencies and needs.								
2.3 The superintendent identifies and mentors emerging leaders to assume key leadership responsibilities.								
2.4 The superintendent provides evidence of delegation and trust in subordinate leaders.								
2.5 The superintendent provides formal and informal feedback to the administrative team with the exclusive purpose of improving individual and organizational performance.								
3.0 Personal Behavior – The superintendent models behaviors that set the tone for all student and adult relationships in the school corporation.								
3.1 The superintendent models professional, ethical, and respectful behavior at all times and expects the same behavior from others.								
3.2 The superintendent organizes time and projects for effective leadership.								
4.0 Building Relationships (<i>FCPS Goal 3: Improve communication by efficiently exchanging meaningful information with internal and external stakeholders</i>) - The superintendent builds relationships to ensure that all key stakeholders work effectively with each other to achieve transformative results.								
4.1 The superintendent demonstrates effective communication with parents and community.								

4.2 The superintendent forges consensus for change and improvement throughout the school corporation.						
4.3 The superintendent understands the role of the superintendent in engaging the public in controversial issues.						
4.4 The superintendent keeps the school board informed on issues, needs, and the overall operations of the school corporation.						
4.5 The superintendent encourages open communication and dialogue with school board members.						
4.6 The superintendent provides the school board with a written agenda and background material before each board meeting.						
5.0 Culture of Achievement (FCPS Goal 5: Develop innovative solutions to optimize operations, communications, and academic results) – The superintendent develops a corporation-wide culture of achievement aligned to the school corporation's vision of success for every student.						
5.1 The superintendent empowers building leaders to set high and demanding academic and behavior expectations for every student and ensures that students are consistently learning.						
5.2 The superintendent establishes rigorous academic goals and priorities that are systematically monitored for continuous improvement						
5.3 The superintendent ensures that all students have full and equitable access to educational programs, curricula, and available supports.						
5.4 The superintendent guides building-level staff to build productive and respectful relationships with parents/guardians and engage them in their children's learning.						
6.0 Organizational, Operational, and Resource Management (FCPS Goal 4: Provide a safe, sustainable and clean environment for all staff and students) – The superintendent leverages organizational, operational, and resource management skills to support school corporation improvement and achieve desired educational outcomes.						
6.1 The superintendent employs factual basis for decisions, including specific reference to internal and external data on student achievement and objective data on curriculum, teaching practices, and leadership practices.						
6.2 The superintendent demonstrates personal proficiency in technology implementation and utilization.						

6.3 The superintendent oversees the use of practices for the safe, efficient, and effective operation of the school corporation's physical plant, equipment, and auxiliary services (e.g., food services, student transportation).							
6.4 The superintendent provides responsible fiscal stewardship.							
6.5 The superintendent demonstrates compliance with legal requirements.							
Total							

Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
1.0 Instructional Leadership (ICPS Goal 1: Improve student achievement) – The superintendent acutely focuses on effective teaching and learning, possesses a deep and comprehensive understanding of best instructional practices, and continuously promotes activities that contribute to the				
1.1 The superintendent demonstrates the use of student achievement data to make instructional leadership decisions.	The superintendent can specifically document examples of decisions in teaching, assignment, curriculum, assessment, and intervention that have been made on the basis of data analysis. The superintendent has coached school administrators to improve their data analysis skills.	The superintendent uses multiple data sources, including state, corporation, school, and classroom assessments, and has at least three years of data. The superintendent systematically examines data at the subscale level to find strengths and challenges. The superintendent empowers teaching and administrative staff to determine priorities from data. Data insights are regularly the subject of faculty meetings and professional development sessions.	The superintendent is aware of state, corporation, and school results and has discussed those results with staff, but has not linked specific decisions to the data.	The superintendent is unaware of or indifferent to the data.

1.2	The superintendent demonstrates evidence of student improvement through student achievement results.	<p>A consistent record of improved student achievement exists on multiple indicators of student success.</p> <p>Student success occurs not only on the overall averages, but in each group of historically disadvantaged students.</p> <p>Explicit use of previous data indicates that the superintendent has focused on improving performance. In areas of previous success, the superintendent aggressively identifies new challenges, moving proficient performance to the exemplary level.</p> <p>Where new challenges emerge, the superintendent highlights the need, creates effective interventions, and reports improved results.</p>	<p>The superintendent reaches the targeted performance goals for student achievement.</p> <p>The average of the student population improves, as does the achievement of each group of students that has previously been identified as needing improvement.</p>	<p>Some evidence of improvement exists, but there is insufficient evidence of changes in leadership, teaching, and curriculum that will create the improvements necessary to achieve student performance goals.</p>	<p>Indifferent to the data, the superintendent blames students, families, and external characteristics.</p> <p>The superintendent does not believe that student achievement can improve.</p> <p>The superintendent has not taken decisive action to change time, teacher assignment, curriculum, leadership practices, or other variables in order to improve student achievement.</p>
1.3	The superintendent actively solicits and uses feedback and help from all key stakeholders in order to drive student achievement.	<p>The superintendent has a very and support seeking attitude all stakeholders in the school corporation in regards to related to the improvement in achievement.</p> <p>The superintendent regularly staff and other school groups in this area regarding views.</p>	<p>The superintendent seeks input from various stakeholders in matters to the improvement in achievement.</p>	<p>The superintendent rarely and solicits feedback in related to the improvement student achievement.</p>	<p>The superintendent is perceived by stakeholders as being top-down in all decisions related to the improvement in achievement.</p>

Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
2.0 Human Capital Manager (FCPS Goal 2: Provide opportunities for professional growth that will positively impact student achievement) - The superintendent uses the role of human capital manager to drive improvements in building leader effectiveness and student achievement				
2.1 The superintendent effectively recruits, hires, assigns, and retains school leaders.	The superintendent consistently considers an administrator's effectiveness as the primary factor when recruiting, hiring, assigning, or retaining the leader and monitors the effectiveness of the personnel process utilized throughout the school corporation. The superintendent consistently considers school or corporation goals when making personnel decisions.	The superintendent consistently considers an administrator's effectiveness as the primary factor when recruiting, hiring, assigning, or retaining the leader.	The superintendent occasionally considers an administrator's effectiveness as the primary factor when recruiting, hiring, assigning, or retaining the leader. The superintendent occasionally considers school or corporation goals when making personnel decisions.	The superintendent rarely considers an administrator's effectiveness when recruiting, hiring, assigning, or retaining the leader. The superintendent does not consider school or corporation goals when making personnel decisions.
2.2 The superintendent creates a professional development system for school leaders based on proficiencies and needs.	The superintendent has system of job-embedded development that differentiates and implementation based on individual administrator needs. The superintendent uses data performance evaluations to proficiencies and identify needs to support and retain administrators.	Some effort has been differentiate and embed professional development meet the needs of administrators.	The superintendent is aware differentiated needs of administrators. but development is only meetings at this time. rather incorporating the use of collaboration, study teams, etc.	Professional is typically "one size fits all," and there is little or no evidence of individual needs.

2.3	The superintendent identifies and mentors emerging leaders to assume key leadership responsibilities.	The superintendent has identified and mentored multiple administrators or instructional personnel who have assumed administrative positions and/or administrative responsibilities.	The superintendent has identified and mentored at least one emerging leader to assume leadership responsibility in an instructional leadership role or at an administrative level, with positive results.	The superintendent has provided some training to an emerging school leader or administrator, who has the potential to independently assume a leadership role.	There is no evidence of effort to develop any leadership skills in others. Persons under the superintendent's direction are unable or unwilling to assume added responsibilities.
2.4	The superintendent provides evidence of delegation and trust in subordinate leaders.	Employees throughout the corporation are empowered in formal and informal ways. Instructional personnel participate in the facilitation of meetings and exercise leadership in committees and task forces; other employees, including noncertified, exercise appropriate authority and assume leadership roles where appropriate. The climate of trust and delegation in the school corporation contributes directly to the identification and empowerment of the next generation of leadership.	There is a clear pattern of delegated decisions, with authority to match responsibility at every level in the school corporation. The relationship of authority and responsibility and delegation of authority is clear in personnel documents, such as evaluations, and also in the daily conduct of meetings and corporation business.	The superintendent sometimes delegates, but also maintains decision-making authority that could be delegated to others.	The superintendent does not afford subordinates the opportunity or support to develop or to exercise independent judgment.

2.5	<p>The superintendent provides formal and informal feedback to the administrative team with the exclusive purpose of improving individual and organizational performance.</p>	<p>The superintendent uses a variety of creative ways to provide positive and corrective feedback to the administrative team.</p> <p>The entire corporation reflects the superintendent's focus on accurate, timely, and specific recognition.</p> <p>The superintendent balances individual recognition with team and corporation- wide recognition.</p> <p>Corrective and positive feedback is linked to corporation goals and both the superintendent and administrative team can cite examples of where feedback is used to improve individual and corporation performance.</p>	<p>The superintendent provides formal feedback to the administrative team that is consistent with the corporation's personnel policies, and provides informal feedback to reinforce effective/highly effective performance and highlight the strengths of the administrative team.</p>	<p>The superintendent adheres to the corporation's personnel policies in providing formal feedback to the administrative team, although the feedback is just beginning to provide details that improve corporation performance.</p>	<p>Formal feedback to the administrative team is nonspecific.</p> <p>Informal feedback to the administrative team is rare, nonspecific, and not constructive.</p>
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Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
3.0 Personal Behavior – The superintendent models personal behaviors that set the tone for all student and adult relationships in the school corporation.				
3.1	The superintendent models professional, ethical, and respectful behavior at all times and expects the same	The superintendent is an exemplary model of appropriate professional behavior to all and encourages a positive and professional response from	On a regular basis the superintendent has displayed appropriate and professional responses to members of the school	Occasionally the superintendent has not responded to school community members with acceptable levels of professionalism.
3.2	The superintendent organizes time and projects for effective leadership.	Personal organization allows the superintendent to consider innovations and be available to engage in leadership activities and collaborate with people at all levels. The superintendent applies project management to systems thinking throughout the organization.	The use of organizational development tools is evident by supporting documentation provided by the superintendent. Project/task accomplishments are publicly celebrated and project challenges are open for input from a wide variety of sources.	Projects are managed using lists of milestones and deadlines, but are infrequently updated. The impact of changes is rarely documented. Project management is haphazard or absent. There is little or no evidence of lists of milestones and deadlines.

Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
4.0 Building Relationships (ECPS Goal 3: Improve communication by efficiently exchanging meaningful information with internal and external stakeholders) - The superintendent builds relationships to ensure that all key stakeholders work effectively with each other to achieve				
4.1 The superintendent demonstrates effective communication with parents and community.	<p>There is clear evidence of parent- centered and community-centered communication, including open forums, focus groups, surveys, personal visits, and effective use of technology.</p> <p>Survey data suggests that parents and community members feel empowered and supportive of educational objectives.</p> <p>The superintendent uses relationships and school/community partnerships to affect community-wide change that improves both the community and work of the school corporation.</p> <p>The superintendent manages an ever broadening portfolio of partnerships and collaborations that support and help to advance the strategic plan of the school corporation.</p>	<p>The superintendent assumes leadership roles in important local organizations (e.g., serving on boards of directors, chairing important committees or task forces, leading new community initiatives).</p> <p>The superintendent actively and effectively develops community trust in the school corporation through individual parent contact, speaking engagements, town hall meetings, public forums, media outlets, events, and other approaches.</p> <p>The superintendent seeks out and creates new opportunities for meaningful partnerships or collaborative endeavors.</p>	<p>The superintendent occasionally participates in local organizations but does not assume a leadership role in furthering communications.</p> <p>Initiative for communication more regularly comes from outside entities and not from the superintendent.</p>	<p>The superintendent does not identify groups and potential partners within the community.</p> <p>The superintendent fails to ensure that all parental and community involvement activities honor the cultures and traditions of the local community.</p> <p>The superintendent fails to interact with parents and community groups that have a critical role in developing support for the school corporation.</p>

4.2	The superintendent forges consensus for change and improvement throughout the school corporation.	The superintendent uses effective strategies to achieve a consensus for change and improvement. Guides others through change and addresses resistance to that change. Systemically monitors, implements and sustains the success of strategies for change.	The superintendent uses effective strategies to work toward a consensus for change and improvement. Directs change and improvement processes by identifying and securing the systems and allies necessary to support the process. Secures cooperation from key stakeholders in planning and implementing change and driving improvement.	The superintendent occasionally identifies areas where consensus is necessary. Has identified areas in which consensus is needed but has yet to implement a process for change and/or improvement. Asks for feedback from stakeholders but is not yet successful in securing cooperation.	The superintendent fails to forge consensus for change. Fails to identify areas in which agreement and/or consensus is necessary. Rarely or never directs or develops a process for change and/or improvement. Rarely or never seeks feedback or secures cooperation and makes unilateral decisions.
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Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
4.3 The superintendent understands the role of the superintendent in engaging the public in controversial issues.	The superintendent consistently employs a variety of strategies to resolve conflicts and forge consensus within the school corporation community in a constructive and respectful manner. The superintendent consistently encourages open dialogue, considers diverse points of view, and empowers and supports administrators in utilizing these conflict resolution strategies.	The superintendent employs a non-confrontational approach to resolve conflicts and forge consensus within the school corporation community in a constructive and respectful manner. The superintendent frequently encourages open dialogue, considers diverse points of view, and often empowers and supports administrators in utilizing these conflict resolution strategies.	The superintendent employs a limited number of strategies to resolve conflicts and forge consensus within the school corporation community with varying degrees of success.	The superintendent does not respond to conflict in a solution-oriented and/or respectful manner and attempts at consensus building around critical decisions are unsuccessful.
4.4 The superintendent keeps the school board informed on issues, needs, and the overall operations of the school corporation.	The superintendent communicates with all school members routinely, using a variety of mechanisms, such as weekly notes, up-dates, and telephone calls.	The superintendent communicates with all school board members periodically.	The superintendent communicates with selected school board members when needed.	The superintendent has little communication with the school board outside of meetings.

4.5	The superintendent encourages open communication and dialogue with school board members.	The superintendent has created an environment where input feedback and from all school board members is both sought and encouraged. The superintendent engages in open discussion with the school board on a consistent basis.	The superintendent seeks input and feedback from all school board members on a frequent basis.	The superintendent seeks input and feedback from only a few school board members and usually to garner support for decisions made by the superintendent.	The superintendent rarely seeks input from the school board and tends to make unilateral decisions.
4.6	The superintendent provides the school with a written agenda and background before each board meeting.	The superintendent creates an that prioritizes items related to student achievement and complete and thorough material so that the board can an informed decision.	The superintendent agenda that routinely on student achievement and provides enough background material to the board to make an decision.	The superintendent creates agenda that occasionally items related to student achievement and provides background material.	The superintendent an agenda that focuses on operational matters provides insufficient background material.

Indicator	Highly/Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
5.0 Culture of Achievement (FCPS Goal 5: Develop innovative solutions to optimize operations, communications, and academic results) – The superintendent develops a corporation-wide culture of achievement aligned to the school corporation's				
5.1 The superintendent empowers building leaders to set high and demanding academic and behavior expectations for every student and ensures that students are consistently learning.	<p>The superintendent leads and involves the administrative team in a comprehensive annual analysis of school and corporation performance.</p> <p>Multiple data sources are utilized to analyze corporation and schools' strengths and weaknesses and a collaborative process is used to develop focused and results-oriented goals.</p> <p>Clear expectations are established and administrators and educators are provided differentiated resources and support to disaggregate data and to assist in identifying and meeting each student's academic, social, emotional, and behavioral needs.</p>	<p>The superintendent guides the administrative team in an annual analysis of school and corporation performance.</p> <p>Data sources are utilized to analyze the corporation and schools' strengths and weaknesses and a collaborative process is used to develop measurable goals.</p> <p>Clear expectations are established and administrators and educators are provided differentiated resources and support to disaggregate data and to assist in identifying and meeting each student's academic, social, emotional, and behavioral needs.</p>	<p>The superintendent requests that the administrative team utilize data sources to analyze corporation and school strengths and weaknesses.</p> <p>Goals are established that may not be focused or measurable.</p> <p>General expectations are established and limited resources and occasional supports are provided to support the disaggregation of data and to assist in identifying and meeting each student's academic, social, emotional, and behavioral needs.</p>	<p>The superintendent does not work with the administrative team to gather and utilize data sources to analyze corporation and school strengths and weaknesses.</p> <p>Limited data is available and a lack of goal-setting is evident throughout the corporation.</p> <p>The superintendent does not establish clear expectations or provide the necessary support for the disaggregation of data and to assist in identifying and meeting each student's academic, social, emotional, and behavioral needs.</p>

5.2	The superintendent establishes rigorous academic goals and priorities that are systematically monitored for continuous improvement.	The superintendent regularly reports on the progress of rigorous academic goals and corporation academic priorities that have been established by the superintendent and approved by the school board. The monitoring of goals and regular revising and updating of such plans is an ongoing process conducted by the superintendent and the board.	The superintendent has presented goals for board approval that clearly articulate the academic rigor and academic priorities of the corporations program. Approved goals are shared and available for the entire community.	The superintendent has occasionally made some reference to academic goals and school improvement priorities, but there are no established written goals or formats for academic rigor or improvement approved by the board.	The employees of the school corporation and the school community are unaware of the school corporation academic goals and priorities and there is no apparent and definitive academic direction established by the superintendent.
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Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary (2)	Ineffective (1)
5.3 The superintendent ensures that all students have full and equitable access to educational programs, curricula, and available supports.	The superintendent establishes clear expectations and provides resources that enable administrators and teachers to identify each student's academic, social, emotional, and behavioral needs.	The superintendent establishes clear expectations and provides resources that enable administrators and teachers to identify a majority of students' academic, social, emotional, and behavioral needs.	The superintendent establishes general expectations and resources are limited to students who are struggling academically or behaviorally.	The superintendent does not set expectations and resources are not allocated on the basis of any identified needs of students.

5.4	The superintendent guides building-level staff to build productive and respectful relationships with parents/guardians and engage them in their children's learning.	The superintendent sets clear expectations and provides resources to support administrators to consistently and regularly engage all families in supporting their children's learning at school and home.	The Superintendent sets clear expectations and provides support for administrators to regularly engage families in supporting their children's learning at school and home.	The superintendent sets general expectations and provides occasional support for administrators to engage families in supporting their children's learning at school and home.	The superintendent does not set expectations or provide support for administrators to regularly communicate with families on ways to support their children's learning at school and home.
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	Highly Effective (4)	Effective (3)	Improvement	Ineffective (1)
6.0 Organizational, Operational, and Resource Management (FCPS Goal 4: Provide a safe, sustainable and clean environment for all staff and students) – The superintendent leverages organizational, operational, and resource management skills to support school corporation				
6.1 The superintendent employs factual basis for decisions, including specific reference to internal and external data on student achievement and objective data on curriculum, teaching practices, and leadership practices.	Decision making is neither by consensus nor by leadership mandate, but is consistently based on the data. Data is reflected in all decisions, ranging from course and classroom assignments to the discontinuance of programs. The superintendent can cite specific examples of practices that have been changed, discontinued, and/or initiated based on data analysis. A variety of data sources, including qualitative and quantitative, are used.	The pattern of decision-making reflects a clear reliance on state and corporation student achievement data as well as on curriculum, instruction, and leadership practices data.	Some decisions are based on data, but others are the result of personal preference and tradition.	Data is rarely used for decisions. The predominant decision making methodology is mandated from the superintendent or based on what is popular.
6.2 The superintendent demonstrates personal proficiency in technology implementation and utilization.	The superintendent creates new opportunities for technological learning and empowers the administrative team to use new technology initiatives. The superintendent serves as a model for	The superintendent personally uses email, word processing, spreadsheets, presentation software, and other software such as student data management systems. The superintendent utilizes technology within	The superintendent has mastered some, but not all, software required for proficient performance. The superintendent takes the initiative to learn new technology but	The superintendent has limited literacy with technology. There is little or no evidence of the superintendent taking a personal initiative to learn new technology.

Indicator	Highly Effective (4)	Effective (3)	Improvement Necessary	Ineffective (1)
<p>6.3 The superintendent oversees the use of practices for the safe, efficient, and effective operation of the school corporation's physical plant, equipment, and auxiliary services (e.g., food services, student transportation).</p>	<p>The superintendent ensures there are procedures in place to address the safety of students and staff in the event of a disaster.</p> <p>Staff members have a working knowledge of procedures.</p> <p>The superintendent ensures staff is properly trained and competent to carry out their duties with respect to the corporation's physical plant, equipment, and auxiliary services.</p> <p>Monitoring steps are in place to measure operation efficiencies.</p>	<p>The superintendent ensures there are procedures in place to address the safety of students and staff in the event of a disaster.</p> <p>Periodic review of these procedures is in place.</p> <p>The superintendent provides opportunities for staff training in order to carry out their duties with respect to the corporation's physical plant, equipment, and auxiliary services.</p>	<p>The superintendent has procedures in place to address the safety of students and staff in the event of a disaster.</p> <p>The superintendent attempts to provide a safe and efficient operation of the corporation's physical plant, equipment, and auxiliary services.</p>	<p>The superintendent has limited or no procedures in place to address the safety of students and staff in the event of a disaster.</p> <p>The superintendent pays little or no attention to the oversight of the safe and efficient operation of the corporation.</p>

6.4	The superintendent provides responsible fiscal stewardship.	The superintendent regularly saves fiscal resources for the corporation and reallocates those resources to help the corporation achieve its strategic priorities. Results indicate the positive impact of reallocated resources in achieving strategic priorities. The superintendent has established processes to increase fiscal resources, e.g., grants, donations, and community resources.	The superintendent leverages knowledge of the budgeting process, categories, and funding sources to maximize all available dollars to achieve strategic priorities.	The superintendent lacks proficiency in using budget to focus resources on strategic priorities.	The superintendent has little proficiency in sound budgetary practices.
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6.5	The superintendent demonstrates compliance with legal requirements.	The superintendent demonstrates an understanding of the legal standards and board policy requirements of the corporation, and consistently adheres to those standards and requirements.	The superintendent demonstrates an awareness of the legal standards and board policy requirements of the school corporation and adheres to those standards and requirements.	The superintendent is not respectful of legal standards and/or board policy requirements.	The superintendent is unaware of the legal standards and board policy requirements.