

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS SUPERINTENDENT EMPLOYMENT AGREEMENT (the "Agreement") is dated May 31, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, a body corporate and politic (the "Board"), and Dr. Diana Greene (the "Superintendent").

RECITALS AND BACKGROUND

The Board and Superintendent acknowledge the following premises for this Agreement:

A. The Board by law operates, controls, and supervises all public schools within the school district of Duval County, Florida (the district);

B. The Board is committed to excellence in all aspects of its educational mission and desires for the district to take its place as one of the nation's premier school districts;

C. The Board by law is responsible for appointing a superintendent to act as chief executive officer of the Board, to administer and manage the schools within the district, and to supervise instruction in the district;

D. The Board desires to employ Dr. Diana Greene as superintendent of schools for the district, and Superintendent desires to undertake the employment under the terms and conditions set forth in this Agreement;

E. In selecting the Superintendent, the Board is relying on the Superintendent's representation that there is no material negative change in her capabilities or legal authority to enter into this Agreement from that which existed at the time of her initial application for the position of superintendent of the district, and that she is fully qualified to serve as such superintendent;

F. The efficient operation of the district requires respect for the chain of command and for confidentiality when lawfully required or otherwise appropriate;

G. The Board and Superintendent desire to agree upon Superintendent's rights, responsibilities, and compensation that are equitable to both the Superintendent and the Board; and

H. The Board and Superintendent wish to reduce their agreement to writing; and this Agreement accordingly describes their relationship with each other, provides a basis for effective communication between them as they fulfill their respective governance and administrative functions and enhances administrative stability and continuity within the district.

TERMS, CONDITIONS, AND COVENANTS

Accordingly, on the foregoing premises, which are incorporated into the Agreement by this reference, and in consideration of the mutual covenants contained in this Agreement, the Board and Superintendent agree as follows:

ARTICLE I
Agreement for Employment; Duration of Agreement

1.1 Agreement for Employment. The Board hereby appoints and employs Superintendent to serve as superintendent of schools for the district, and Superintendent hereby accepts that appointment and undertakes that employment.

1.2 Term. Superintendent's employment and the term of this Agreement shall commence on the Effective Date, and, unless earlier extended or earlier terminated in accordance with the provisions of this Agreement, shall end at 11:59 p.m. on June 30, 2022. Each Agreement year shall be from July 1 through June 30.

1.3 Extensions. Before the expiration of this Agreement, the Board in a good-faith exercise of its discretion shall determine whether to offer Superintendent an extension to the term of Superintendent's employment and this Agreement, with such notice to be provided on or before December 15, 2021. In the event the Board fails to deliver any notice of its intention to extend or not before December 15, 2021, then the term of this Agreement shall extend on daily basis until the Board delivers such notice to Superintendent concerning its intent. However, notwithstanding the foregoing, this Agreement shall not be extended beyond December 31, 2022 as a result of the Board's failure to deliver this notice.

ARTICLE II
Superintendent's Duties and Obligations

2.1 Principal Duties and Obligations. The Superintendent is responsible for determining the manner in which the day-to-day operations of the district are conducted, and the Board is responsible for formulating goals, objectives, and policies for the operation of the district within prevailing fiscal constraints and for ensuring that the Superintendent effectively performs the responsibilities of that office; and the Superintendent is responsible for implementing those policies approved by the Board. Subject to the Board's responsibilities for the overall operation, management, and control of the district and to the extent permitted by federal and state law and regulation and lawfully negotiated labor agreements, Superintendent shall:

- (A) act as the secretary and chief executive officer of the Board;
- (B) administer and manage the district's schools and supervise instruction in the district's schools;
- (C) exercise general oversight over the district school system in order to determine problems and needs and recommend improvements;
- (D) advise and counsel the Board on all educational matters and recommend to the Board for action such matters as should be acted upon;
- (E) recommend to the Board for adoption such policies pertaining to the district school system as she may consider necessary for its more efficient operation;
- (F) recommend to the Board the establishment, organization and operation of such

schools, classes, and services as are needed to provide adequate educational opportunities for all children of the district;

(G) recommend to the Board procedures for implementing and maintaining a system of school improvement and education accountability as provided by statute and state board rules;

(H) prepare and submit annual budgets for the district's operation, including but not limited to recommendations to the Board measures to provide for adequate educational facilities throughout the district in accordance with financial procedures established by law;

(I) prepare and organize by subjects and submit to the Board for adoption such rules and regulations to supplement those adopted by the state board as, in her opinion, will contribute to the efficient and effective operation of any aspect of education in the district;

(J) recommend to the Board annually any changes to the goals, objectives, and targets in the Strategic Plan (including the timeline, method, and estimated cost of implementation, as applicable);

(K) as part of the self-appraisal for her formal annual evaluation (described in section 4.1(A) hereafter), address accomplishments and areas of particular focus that may need improvement for the next school year;

(L) from time to time, prepare, organize by subjects, and submit to the Board for its adoption such minimum standards relating to the operation of any other phase of the district school system that are needed to supplement those adopted by the state board and that will contribute to the efficient operation of any aspect of education in the district;

(M) use her best efforts to ensure the Board's rules and regulations are executed, that Board's policies are implemented and complied with, and that goals, objectives, and performance and other standards adopted by the Board are met;

(N) keep the Board fully informed of district business and activities and provide the Board with such information and materials as the Board requests from time to time or as otherwise is reasonably required to evaluate proposals or recommendations made by the Superintendent to the Board; this includes, but is not limited to, immediately informing individual Board members of significant school events or incidents (regardless of origin) which occur within a respective Board member's district;

(O) recruit, organize, reorganize, and deploy the district's administrative, managerial, and support staff, including instructional and noninstructional personnel ("Personnel"), and as may be appropriate, suspend and recommend to the Board dismissal of Personnel, all pursuant to the provisions of applicable law and Chapter 1012, Florida Statutes, and in a manner that she believes will best execute the district's mission, goals, and objectives;

(P) attend (or have her designee attend) pursuant to applicable Florida law, all Board meetings and all Board committee meetings, and advise but not vote during such meetings; and

(Q) perform such other duties and exercise such other responsibilities as are assigned to her by law, by regulations of the state board, and by lawful rules, regulations, and policies of the Board and as otherwise are incident to the office of superintendent of schools.

2.2 Manner of Performance. Except as otherwise expressly provided by this Agreement, Superintendent at all times shall:

(A) devote her full business time (reasonable vacation time and absence for sickness or similar disability excepted), attention, knowledge, and skill solely and exclusively to the business and interests of the Board and the district school system; and

(B) perform her duties and obligations faithfully, industriously, and to the best of her ability.

2.3 Additional Obligations. In addition to the duties and obligations set forth above, Superintendent shall:

(A) before entering upon the duties of office, take the oath of office prescribed by the state constitution;

(B) obtain and maintain for herself, at district expense, all state and local professional and occupational certifications and licenses required by law to serve as superintendent of public schools;

(C) maintain a full-time residence in the district;

(D) keep the Board fully informed in advance of all travel and activities that take her out of the office for any extended period of time and maintain contact, as appropriate, with the district during such absences; and

(E) keep abreast of the latest developments in educational theory, practice, management, and technology as important to the interests of the district; and, to that end, maintain professional activities (including participation in local, state, and national educational organizations and programs as set forth below) as an essential aspect of the Superintendent's duties and responsibilities to the district.

2.4 Professional Growth and Development Activities. At her discretion, and in keeping with the obligations hereunder Superintendent may:

(A) maintain membership, at the district's cost, in such educational and civic organizations as she, in the reasonable exercise of her professional judgment, shall deem appropriate to the effective performance of her duties and responsibilities pursuant to this Agreement, including but not necessarily limited to the organizations identified in Schedule A attached hereto;

(B) travel to, attend, and participate in such conferences, meetings, seminars, courses, and other programs and activities conducted or sponsored by those organizations identified in Schedule A, and including any legislative/rule-related travel for the district, whether or not within the State of Florida; however, notwithstanding the foregoing, such travel,

attendance and participation shall in the aggregate not exceed per Agreement year twenty-five (25) duty days (unless the Board provides prior authorization to exceed such 25 day annual limit; it being understood that the Board hereby delegates to the then-Board Chairman the responsibility to authorize the Superintendent's travel up to and through 25 days per Agreement year), and expenses shall be paid by the district pursuant to section 5.2(A) hereafter; and

(C) write, teach, consult, and lecture from time to time, provided that any such activity that is undertaken for compensation or remuneration shall be solely on Superintendent's vacation or other leave time. Superintendent is permitted to use district data for presentations to third parties on the condition she advises the Board of her findings prior to making the presentation to third parties and the content of such presentation otherwise complies with legal requirements (including but not limited to FERPA).

ARTICLE III
Referral of Complaints, etc.

The Board individually and collectively is encouraged to refer to the Superintendent, for her study, recommendations, and subsequent actions or reports as may be necessary, all significant complaints, and suggestions that are brought to its attention or which each Board member may have (See also section 2.1 above). Complaints by Board members regarding the performance of Personnel shall be addressed by the Superintendent or her designee promptly. The Superintendent likewise shall promptly report to the Board all such matters pertinent to the Board's responsibility to oversee the operation of the district.

ARTICLE IV
Annual Performance Goals and Evaluation

4.1 *Performance Goals and Evaluation.*

(A) Board Policy 2.14, dated revised June 11, 2012, is attached hereto and incorporated herein by this reference as Schedule B, and shall govern the process for the Board's formal and informal evaluation of the Superintendent; however, notwithstanding the foregoing, during the first Agreement year (July 1, 2018 through June 30, 2019), the Board and Superintendent agree to discuss, and the Board will determine the timing and method of one (1) evaluation in lieu of Board Policy 2.14. Any subsequent amendment to Board Policy 2.14 shall automatically amend this Agreement and be incorporated herein by this reference.

(B) 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;

(C) Annually, the Board will endeavor to meet individually with Superintendent except when extraordinary circumstances preclude one or more members from timely meeting with Superintendent or otherwise timely providing his or her input; and

(D) Board members shall include full, fair, and frank exchange between Superintendent and the Board and fair opportunity for Superintendent to respond to comments of individual members of the Board.

(E) Within thirty (30) days after the Board's delivery of its "board statement" (referenced in Policy 2.14) resulting from the completion of the formal annual evaluation set forth in this Article IV, the Superintendent shall deliver to the Board her written professional development plan responsive to any concerns noted by the Board in said "board statement" regarding the evaluation.

(F) Each April, and no later than May 1 of each year, the Superintendent shall deliver to the Board her written updated Strategic Plan, which shall be developed to satisfy each requirement in Board Policy 1.21. The parties agree that any subsequent amendment to Board Policy 1.21 shall automatically amend this Agreement and be incorporated herein by this reference. The updated annual Strategic Plan shall include, by way of example, data-informed initiatives that drive progress, long-range financial planning, and measurable targets. The Board shall review the Superintendent's annual Strategic Plan, and pursuant to Board Policy 2.14, determine whether any revision to the Superintendent's annual formal evaluation instrument (including the components and/or values) require any updates no later than the month set forth in Board Policy 2.14.

4.2 Effect. The provisions of this Article IV shall not restrict the power of the Board to evaluate or terminate Superintendent at any time, subject to the terms and conditions contained elsewhere in this Agreement, nor restrict the Superintendent from resigning at any time subject to the terms and conditions contained elsewhere in this Agreement.

ARTICLE V

Superintendent's Compensation and Benefits

5.1 Base Salary. The Board shall pay to Superintendent an annual salary of Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00) during the term of this Agreement, payable in equal installments at the same intervals as the district's other administrative personnel are paid.

5.2 Business Expenses. The Board shall pay or reimburse Superintendent for:

(A) reasonable expenses incurred by her in connection with and during the course and scope of the performance of her duties and obligations pursuant to this Agreement, including travel expenses, in accordance with s. 112.061, Florida Statutes, Board policy, any and all State laws and rules regarding travel, or this Agreement; and

(B) the costs and expenses incurred for the professional growth and development activities described in section 2.4 of this Agreement.

5.3 Vehicle-Expense. For the term of this Agreement, the Superintendent may use a district fleet vehicle or receive reimbursement for mileage according to district policies and procedures. If the Superintendent elects to use a district fleet vehicle, then pursuant to Board policy 8.38 (last revised September 18, 2017), the Board authorizes as an employment condition the Superintendent's use of a district fleet vehicle driven to the Superintendent's residence or an approved work center and returned to the work center for use during the duty day (it being understood that the use of the district fleet vehicle for personal use is prohibited).

5.4 Cell Phone. Pursuant to the policies and procedures adopted by the Board for

the district and for the Superintendent, the Superintendent may receive a district-issued cell-phone.

5.5 Health Insurance. Effective July 1, 2018, the district at its expense shall provide Superintendent with such hospitalization, medical, dental, vision, and other flexible insurance benefits as she elects from the Board's benefits program available to all managerial employees.

5.6 Life Insurance. The district, at its cost, shall provide Superintendent term life insurance/ADD in the amount of Eight Hundred Twenty-Five Thousand and No/100 Dollars (\$825,000.00). Upon termination or expiration of this Agreement, the Superintendent shall be entitled to maintain this insurance by her assuming payments of the then-applicable premiums applicable to her policy.

5.7 Retirement Compensation. Superintendent is entitled to participate in the Florida retirement system and each party shall pay their respective required contributions as established by law. The Superintendent is also entitled to participate in any deferred compensation plans as available from time to time to the district.

5.8 Holidays. Superintendent shall be entitled to observe the same legal holidays as those observed by the Board's administrative employees on twelve-month contracts.

5.9 Vacation. Except to the extent otherwise expressly provided by this Agreement, Superintendent shall accrue vacation leave at the rate of two (2) days per month. Superintendent shall take vacation leave at such time or times as are consistent with Board policy for district employees. Such unused vacation leave may accumulate and carry over into a subsequent month or year. However, in no event shall Superintendent accrue vacation leave in excess of sixty-two (62) days.

5.10 Sick Leave. Superintendent shall accrue sick leave as provided by Florida law and Board policy, which presently accrues at one (1) day per month.

5.11 Moving Expenses. During the first Agreement year, the district shall reimburse the Superintendent's moving expenses from Manatee County, Florida, to Duval County, Florida in the amount that is the lesser of (i) Eight Thousand and No/100 Dollars (\$8,000.00), or (ii) actual moving expenses (as evidenced by paid receipts for reimbursement or as evidenced by invoice for district payment).

5.12 Temporary Living Expenses. During the first Agreement year, the district shall reimburse the Superintendent's temporary living expenses through September 30, 2018 in the amount that is the lesser of (i) Six Thousand and No/100 Dollars (\$6,000.00), or (ii) actual housing expenses (as evidenced by paid receipts for reimbursement or as evidenced by an invoice for district payment).

ARTICLE VI ***Indemnification and Reimbursement***

6.1 Indemnification of Superintendent. The district agrees that it shall indemnify, defend and hold harmless the Superintendent to the fullest extent permitted by applicable law from and against any and all liabilities, costs, claims and expense, including without limitation,

all costs and expenses incurred in defense of litigation or any administrative proceeding or action, including attorneys' fees and costs, arising out of the employment of the Superintendent hereunder, or as a result in the capacity of serving as Superintendent, except to the extent arising out of or based on gross negligence or willful misconduct of the Superintendent. This provision shall survive termination of this Agreement.

(A) Upon approval by the Office of General Counsel that outside counsel is necessary, pay reasonable expenses that Superintendent incurs for legal services as a direct and proximate result of civil or criminal actions arising out of and in the course of the performance of her duties and responsibilities pursuant to this Agreement; and

(B) pay any judgment, fines, costs or awards that may be entered against Superintendent in a civil action arising out of and in the course of the performance of her duties and responsibilities pursuant to this Agreement, except a judgment based on intentional wrongdoing by Superintendent.

6.2 Selection and Approval of Counsel. Upon approval of the Office of General Counsel in accordance with sections 111.07, 111.071, and 768.28, Florida Statutes, Superintendent shall have the right to select counsel to represent her in any such civil or criminal action, subject to the Board's approval and subject to the contract right of an insurer, if any, to select her counsel. Superintendent shall arrange for the Board monthly to receive interim statements for counsel's fees and expenses to be paid by the district in accordance with this Article.

ARTICLE VII ***Termination of Agreement***

7.1 Events of Termination. This Agreement shall terminate:

(A) at any time by mutual written agreement of Superintendent and the Board;

(B) upon expiration of the term of Superintendent's employment, unless earlier terminated pursuant to the provisions of this Agreement;

(C) if Superintendent should be unable to perform any or all of her duties under this Agreement because of illness, accident, or other cause beyond her control, none of which arose out of the course of her employment and duties as Superintendent, and said disability exists for a period of more than ninety (90) days during any school year said (ninety 90 day) period would begin only after the expiration of any leave earned, the Board in its discretion may make a proportionate deduction from the Superintendent's salary. If such disability continues for more than six (6) months and if two of three physicians licensed under the laws of the State of Florida and who have been appointed as hereinafter provided for such purpose, recognize said disability as permanent, irreparable, or of such nature as will make the performance of the Superintendent's duties impossible, the Board may in its discretion terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties hereto shall terminate except Superintendent shall be entitled to be paid in a lump sum for all leave to her credit at that time as provided herein. The medical panel shall be composed of three physicians as follows: (1) one physician appointed by the Superintendent, (2) one physician appointed by the Board, and (3) the third physician to be selected by mutual agreement of the Superintendent's

selected physician and the Board's selected physician;

(D) upon Superintendent's death;

(E) following Superintendent's resignation or, at the Board's option, on the expiration of sixty (60) days thereafter; or

(F) at any time by the Board's unilateral termination of the Superintendent's employment.

Any termination of the Superintendent's employment by the Board pursuant to this Agreement shall be communicated by a written "Notice of Termination" addressed to the Superintendent. An appropriate Notice of Termination shall mean a notice stating that the Superintendent's employment hereunder will be terminated, indicating the specific termination provision of this Agreement relied upon and setting forth in reasonable and sufficient detail the facts and circumstances claimed to provide a basis for termination of employment.

If the Superintendent's employment is being terminated for "cause" by the Board, then the term "cause" shall mean: (1) the willful failure by the Superintendent to substantially perform her duties, including, but not limited to those expressly stated within this Agreement, and to the extent applicable continue such failure for more than ten (10) days after the Board has notified the Superintendent in writing that she is failing to substantially perform her duties, provided that such writing shall set forth the facts and circumstances giving rise to such claim; or (2) action(s) by the Superintendent constituting serious misconduct that is injurious to the district or as pursuant to s. 443.036(29) or s. 1012.33, Florida Statutes.

7.2 Rights and Obligations Upon Termination by Mutual Agreement of the Board and Superintendent. If this Agreement terminates upon mutual agreement of the parties, Superintendent shall be entitled only to the compensation and benefits as are expressly provided by that agreement and in accordance with Florida law.

7.3 Rights and Obligations Upon Termination by Expiration of Agreement. If this Agreement terminates by expiration of the term of Superintendent's employment, Superintendent shall be entitled only to the following compensation and benefits.

(A) base salary through the date of expiration;

(B) reimbursement for as-yet unreimbursed expenses pursuant to this Agreement;

(C) an amount of accrued and unused vacation leave, not to exceed sixty (60) days of actual pay pursuant to s. 1012.65, Florida Statutes, calculated at the Superintendent's daily rate;

(D) an amount for accrued and unused sick leave, not to exceed the provisions of s. 1012.61, Florida Statutes, calculated at the Superintendent's daily rate of pay; and

(E) such other benefits as may be required by state law or regulation or applicable Board policy.

7.4 *Rights and Obligations Upon Termination Due to Disability or Death.* If this Agreement terminates due to Superintendent's physical or mental disability or death, Superintendent or her guardian or personal representative shall be entitled only to the following compensation and benefits:

(A) base salary at the time of termination through the end of the second full month following the effective date of termination;

(B) reimbursement for as-yet unreimbursed expenses pursuant to this Agreement;

(C) an amount of accrued and unused vacation leave, not to exceed sixty (60) days of actual pay pursuant to s. 1012.65, Florida Statutes, calculated at the Superintendent's daily rate;

(D) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 7.3(D) of this Agreement; and

(E) such other benefits as may be required by state law or regulation or applicable Board policy.

7.5 *Rights and Obligations Upon Termination by Unilateral Resignation.* If Superintendent unilaterally resigns, she shall be entitled only to the following compensation and benefits;

(A) base salary through the effective date of the termination of her employment;

(B) reimbursement for as-yet unreimbursed expenses pursuant to this Agreement;

(C) an amount of accrued and unused vacation leave, not to exceed sixty (60) days of actual pay pursuant to s. 1012.65, Florida Statutes, calculated at the Superintendent's daily rate;

(D) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 7.3(D) of this Agreement; and

(E) such other benefits as may be required by state law or regulation or applicable Board policy.

7.6 *Rights and Obligations Upon Involuntary Termination.* If the Board unilaterally terminates Superintendent's employment as superintendent, then the Superintendent shall be entitled only to the following compensation and benefits:

(A) base salary through the effective date of the termination;

(B) one-time severance payment as follows:

i. an amount not to exceed eighteen (18) weeks (90 days) of the base salary or an amount not to exceed the base salary for the remainder of the Agreement term, whichever is less; and further, any payment shall be

conditioned upon the Superintendent's execution and delivery of a full release for the termination and any settlement agreement shall not include provisions that limit the ability of any party to the settlement to discuss the dispute or settlement. Notwithstanding the foregoing, however, severance pay is prohibited if this Agreement is terminated as a result of the Superintendent's misconduct, as defined in s. 443.036(29), Florida Statutes.

ii. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be governed by the statutory requirements set forth in s. 215.425, Florida Statutes, including but not limited to the requirements and limitations of severance pay resulting from any employment dispute, and that nothing herein shall be deemed to create any entitlement to any severance pay in the absence of its authorization by this Agreement and Florida law.

(C) reimbursement for as-yet unreimbursed expenses pursuant to this Agreement;

(D) an amount of accrued and unused vacation leave, not to exceed sixty (60) days of actual pay pursuant to s. 1012.65, Florida Statutes, calculated at the Superintendent's daily rate;

(E) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 7.3(D) of this Agreement; and

(F) such other benefits as may be required by state law or regulation or applicable Board policy.

Notwithstanding anything to the contrary in this Agreement, the Superintendent agrees that the Board shall have the sole and absolute discretion to decide upon termination under this section 7.6, and that in the event of such termination, the Superintendent waives all rights to contest or challenge the Board's decision and will accept the payment provided herein in full satisfaction of the Board's obligations under this Agreement and in full release of any and all claims against the Board; it being understood that the Board has placed material reliance on the provisions of this section.

7.7 Return of Property. Upon termination of this Agreement for any reason, Superintendent shall forthwith return any and all property of the district in her possession or control.

7.8 Agreement Regarding Post-Employment. Public employees are subject to the requirements of Chapter 112, Florida Statutes, and Board policies implementing the same, regarding post-employment activities.

ARTICLE VIII ***Modification or Extension of Agreement***

No modification of or amendment to this Agreement shall be valid unless reduced to writing and signed by both parties.

ARTICLE IX
Inapplicability of Collective-Bargaining Agreements

No collective-bargaining agreement to which the Board is a party shall in whole or in part govern, apply to, or be deemed part of or incorporated into this Agreement.

ARTICLE X
Venue

Any civil action arising out of this Agreement or the nonperformance or breach of any covenant contained in it shall be brought only in Duval County, Florida.

ARTICLE XI
Waiver

The Board's waiver of any breach of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term condition, or covenant of this Agreement.

ARTICLE XII
Severability of Provisions

If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or their application to other parties or circumstances.

ARTICLE XIII
Governing Law

This Agreement and the terms, conditions, and covenants contained in it shall be governed by and construed in accordance with the laws of the state of Florida.

ARTICLE XIV
Integration of All Agreements and Understandings

14.1 This Agreement contains the entire agreement between the Board and Superintendent. All prior agreements and understandings, whether written or oral, pertaining to the Board's employment of Superintendent are fully abrogated and of no further force and effect from and after the date of this Agreement.

14.2 Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, Superintendent and the Board and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of and, therefore, construed against either of them.

14.3 The omission from this Agreement of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of

the parties.

ARTICLE XV
Execution of Agreement

This Agreement may be executed in facsimile, duplicate or in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

EXECUTED on the respective dates set forth below.

Witnessed by:

Print Name: _____

Dr. Diana Greene
Date: May ____, 2018

Print Name: _____

Witnessed by:

**The School Board of Duval County,
Florida**

Print Name: _____

By: _____
Paula D. Wright, Chairman
Date: May ____, 2018

Print Name: _____

Form Approved:

Approved by Board: May 31, 2018

By: _____
Office of General Counsel

SCHEDULE A

- Florida Association of District School Superintendents
- Florida Association of School Administrators
- Local chambers of commerce
- Florida Chamber of Commerce
- The Florida School Boards Association
- Council of Great City Schools
- American Association of School Administrators
- NAACP
- Association of Latino Administrators and Superintendents

SCHEDULE B

SUPERINTENDENT EVALUATION

2.14

PURPOSE:

The purpose of this policy is to set forth the roles and responsibilities of the Duval County School Board in the performance evaluation of the Superintendent of Duval County Public Schools (DCPS). The most important and fundamental responsibility of the Duval County School Board is the employment of the Superintendent. As the governance team, the Board and Superintendent hold themselves accountable for the continuous improvement of DCPS. The Board is responsible for defining success for DCPS by formulating goals, objectives and policies for the operation of the district and for ensuring that the Superintendent effectively manages the school district through successful implementation of these goals, objectives and policies. As such, the Duval County School Board commits to an ongoing process of evaluating the Superintendent's performance throughout the year with frequent honest discussions between Board members and the Superintendent regarding the performance of the school district. The annual process will include a formal, summative, written evaluation and at least one interim informal performance review of the Superintendent. The formal evaluation will consist of both qualitative and quantitative components and will be aligned with the District's Strategic Plan. The Board will determine the components and values of the formal evaluation no later than the month of June each year (and if no action, then the Board will use the prior annual evaluation instrument). This process will provide for constructive feedback on the Superintendent's performance, the intent being the continuous improvement of the Duval County Public School District.

OBJECTIVES:

The Board shall strive to accomplish the following objectives in conducting the Superintendent's written evaluation:

1. Ensure administrative leadership for excellence in the District.
2. Develop and sustain a harmonious working relationship between the Board and the Superintendent through honest and constructive communication regarding goals and performance.
3. Clarify and align the expectations of the Board and Superintendent with the district's Core Beliefs and Commitments and Theory of Action.
4. Clarify the Superintendent's role according to the Board's written criteria, as expressed in the Superintendent's job description and the District's goals and objectives.
5. Determine strengths, weaknesses and professional development needs of the Superintendent.
6. Foster an understanding among Board members and the community of the evaluation process and the Superintendent's current performance objectives and priorities.

EVALUATION INSTRUMENT:

The Superintendent's evaluation instrument, approved by the Board, will utilize performance criteria from testing data and from the Strategic Plan, which will be submitted by the Superintendent to each Board Member in the form of a "Data Notebook." The order in which the indicators are listed in the evaluation instrument does not reflect the relative priority of the indicators. The Board and Superintendent will establish performance goals for the Superintendent as part of the evaluation process for the subsequent school year.

SUPERINTENDENT SELF-APPRAISAL:

At least fourteen days prior to the Board's formal evaluation, the Superintendent will submit to the Board a Self-Appraisal which shall address the following questions:

1. What do you consider to be your accomplishments during the last school year?
2. What goals were not accomplished during this year and what factors prevented their completion?
3. What do you feel should be your primary goals for the next school year?
4. Other questions that have been previously identified and mutually agreed upon by the Board and Superintendent.

Each Board Member will receive a copy of the Superintendent's Self-Appraisal which will be used in completing the evaluation of the Superintendent.

TIMING AND PROCESS:

The Superintendent shall annually submit for the Board's consideration and adoption a list of goals for the district which shall reflect and put into action the Board's Core Beliefs and Commitments and Theory of Action. The final goals approved by the Board shall be committed to writing, whether by Board minutes or otherwise, and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

The annual evaluation process will include a formal, written evaluation and at least one interim informal performance assessment. This annual cycle will provide for a periodic, systematic and constructive forum for dialogue between the Superintendent and the Board regarding district goals and progress.

The Board shall annually conduct the formal, written summative performance evaluation of the Superintendent within forty-five (45) days after receipt of the Duval County Public Schools' accountability data and scores, using the Superintendent Evaluation Instrument. At least fourteen (14) days prior to the formal evaluation, the Superintendent will submit to the Board his/her self-appraisal. Each Board member will then complete the Superintendent Evaluation Instrument and meet individually with the Superintendent to discuss the completed evaluation. This evaluation process shall include full, fair, and frank exchange between the Superintendent and the Board and fair opportunity for the Superintendent to respond to comments of individual

members of the Board. All such meetings and discussions with the Board and Superintendent shall be conducted in accordance with state laws governing public meetings.

After all board members complete their individual evaluations with the Superintendent, the Board shall develop a press release/board statement to accompany the individual evaluations and the Superintendent's self-evaluation for release to the media.

POLICY REVIEW:

This policy shall be reviewed annually in the month of January.

STATUTORY AUTHORITY:

1001.50, 1001.41 F. S.

LAW(S) IMPLEMENTED:

1001.41 F.S.

HISTORY:

ADOPTED: October 7, 2008

REVISION DATE(S): 10/5/10

11/10/08

06/11/12

FORMERLY: BBAA