

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS SUPERINTENDENT EMPLOYMENT AGREEMENT (the “Agreement”) is dated effective October 17, 2007, and is by and between The Duval County School Board, Florida, a body corporate politic (the “Board”), and W. E. (Ed) Pratt-Dannals (the “Superintendent”).

RECITALS

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 W. E. (Ed) Pratt-Dannals as superintendent of schools for the district, and Superintendent desires to undertake the employment under the terms and conditions below;

E. In selecting the Superintendent, the Board is relying on the Superintendent’s representation that there is no material negative change in his capabilities or legal authority to enter into this agreement from that which existed at the time of his appointment on October 17, 2007 to the position of superintendent of the district, and that he 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 October 17, 2007, and, unless earlier extended or earlier terminated in accordance with the provisions of this Agreement, shall end on October 16, 2010. Each Agreement year shall be from October 17 through October 16.

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 April 15, 2010. In the event the Board fails to deliver any notice of its intention to extend or not before April 15, 2010, 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 as a result of the Board's failure to deliver this notice beyond December 31, 2010.

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 he 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 ensure 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 his opinion, will contribute to the efficient and effective operation of any aspect of education in the district;

(J) upon request of the Board, but no more frequently than annually, and annually thereafter on a date set each year by the Board, recommend to the Board for adoption a set of goals and objectives for the district, including academic performance standards, strategies for achieving student performance that meet or exceed those standards, a time line for implementation of those goals and objectives, and the method and cost of implementation;

(K) 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;

(L) use his 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;

(M) 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 school events or incidents (regardless of origin) which occur within a respective Board member's district;

(N) 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 he believes will best execute the district's mission, goals, and objectives;

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

(P) perform such other duties and exercise such other responsibilities as are assigned to him 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 his 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 his duties and obligations faithfully, industriously, and to the best of his 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 himself, 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 him 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 his 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 he, in the reasonable exercise of his professional judgment, shall deem appropriate to the effective performance of his 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, 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 paragraph 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 he advises the Board of his findings prior to making the presentation to third parties; and

(D) pursue the completion of his Ph.D. at the University of Florida College of Education at Superintendent's personal time and expense; it being understood that he will also maintain his full-time devotion to his duties under this Agreement as set forth in Section 2.2 above.

ARTICLE III

Referral of Complaints, etc.

The Board individually and collectively is encouraged to refer to Superintendent, for his 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 Paragraph 2.1 above). Complaints by Board members regarding the performance of Personnel shall be addressed by the Superintendent or his designee promptly. 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. The Superintendent shall, by July 1 of each Agreement year, submit for the Board's consideration and adoption a list of goals for the district. The final goals approved by the Board shall be reduced 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.

4.2 Adoption of Goals and Objectives. The Superintendent, in consultation and cooperation with Board, shall promptly and expeditiously consider and act upon the performance

goals and objectives recommended by Board and the Board shall adopt such performance goals and objectives as it deems will best further the district's mission.

4.3 Evaluation of Superintendent's Performance. Annually, the Board shall review and determine that Superintendent's continued retention comports with applicable federal and state law and regulations.

(A) The Board shall conduct an annual formal performance evaluation of the Superintendent within forty-five (45) days after receipt of the district's schools FCAT scores. For the first annual performance evaluation, the FCAT scores shall be used to establish the baseline data. The Board shall base its evaluations of the Superintendent in part on the degree to which the goals and objectives adopted by the Board have been achieved;

(B) The Board shall conduct an annual informal performance review of the Superintendent during the Board's retreat scheduled 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.

4.4 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, payable in equal installments at the same intervals as the district's other administrative personnel are paid, for the first Agreement year. Thereafter, the Superintendent's annual base salary (for each Agreement year) shall be increased by the same percentage amount as has been negotiated through the collective bargaining process for the district's teaching personnel base salaries. The Superintendent's annual increase to base salary (if any) shall be effective on each annual anniversary of this Agreement.

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

(A) reasonable expenses incurred by him in connection with and during the course and scope of the performance of his duties and obligations pursuant to this Agreement, including travel expenses, in accordance with Section 112.061, Florida

Statutes, Board policy, or this Agreement; and

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

5.3 Automobile-Expense Allowance. For the term of this Agreement, the district shall provide Superintendent with an automobile for use in the performance of his official duties. On or before June 30 of each Agreement year, the Superintendent shall notify the district whether such automobile shall be provided from the district's fleet, or whether the Superintendent elects to receive an allowance not to exceed \$800.00 per month. To the greatest extent practicable, this provision shall be construed as an accountable plan, not subject to income tax.

5.4 Telephone and Blackberry. Pursuant to the policies adopted by the Board for the district and for the Superintendent, the Superintendent shall be paid a minimum annual stipend (it being understood this annual stipend might be increased by the Board's subsequent adoption of a revised policy) in the amount of \$1,200 to compensate him for his acquisition of a blackberry (or its functional equivalent as available from time to time, and any monthly or recurring charges) for his use in the performance of his duties and obligations pursuant to this Agreement.

5.5 Health Insurance. The district at its expense shall provide Superintendent with such hospitalization, medical, dental, vision, and other flexible insurance benefits as he 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 in the amount of \$825,000. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to maintain this insurance by his assuming payments of the then-applicable premiums applicable to his policy.

5.7 Retirement Compensation. Superintendent is entitled to participate in the Florida retirement system at the district's expense. 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 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.

ARTICLE VI
Intentionally Deleted

ARTICLE VII
Indemnification and Reimbursement

7.1 *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 his 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 his duties and responsibilities pursuant to this Agreement, except a judgment based on intentional wrongdoing by Superintendent.

7.2 *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 him in any such civil or criminal action, subject to the Board's approval and subject to the contract right of an insurer to select his 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 VIII
Termination of Agreement

8.1 *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 his duties under this Agreement because of illness, accident, or other cause beyond his control, none of which arose out of the course of his 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 his 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;

(F) at any time by the Board's unilateral termination of the Superintendent's employment, with stated good cause. The Superintendent's employment may be terminated for "cause" by the Board. "Cause" shall mean: (1) the willful failure by the Superintendent to substantially perform his 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 he is failing to substantially perform his 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;

(G) 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.

8.2 *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.

8.3 *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 the sixty-two (62) days of actual, calculated at Superintendent's daily rate;

(D) an amount for accrued and unused sick leave according to the following criteria: (i) for sick leave accrued and unused by Superintendent based on his employment through October 16, 2007, not to exceed the Board's policy adopted pursuant to state law and as applicable to other district administrators, which is calculated at ninety-four percent (94%) as applicable to his then-employment status on October 16, 2007; and (ii) for sick leave accrued and unused by Superintendent based on his employment under this Agreement effective October 17, 2007, not to exceed sixty-two (62) days of actual pay calculated at one-hundred percent (100%) of the Superintendent's daily rate of pay;

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

8.4 *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 his 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 for accrued and unused vacation leave, not to exceed sixty-two (62) days of actual pay, calculated at Superintendent's daily rate of pay;

(D) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 8.3(D) of this Agreement; and

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

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

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

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

(C) an amount for accrued and unused vacation leave, not to exceed the sixty-

two (62) days of actual pay, calculated at Superintendent's daily rate of pay;

(D) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 8.3(D) of this Agreement; and

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

8.6 *Rights and Obligations Upon Involuntary Termination for Cause.* If the Board unilaterally terminates Superintendent's employment as superintendent for stated good cause, Superintendent shall be entitled only to the following compensation and benefits:

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

(B) one time compensation payment of an amount equivalent to ninety (90) days of the base salary (which is conditional upon the Superintendent's execution of a release for the termination);

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

(D) an amount for accrued and unused vacation leave, not to exceed sixty-two (62) days of actual pay as permitted by law, calculated at Superintendent's daily rate of pay;

(E) an amount for accrued and unused sick leave, not to exceed the provisions set forth in section 8.3(D) of this Agreement; and

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

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

8.8 *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 IX

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 X

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 XI

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 XII

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 XIII

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 XIV

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 XV

Integration of All Agreements and Understandings

15.1 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.

15.2 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.

15.3 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 XVI
Execution of Agreement

This Agreement may be executed in 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: _____

W. E. (Ed) Pratt-Dannals
Date: _____, 2008

Print Name: _____

Witnessed by:

Duval County School Board

Print Name: _____

By: _____
Betty S. Burney, Chairperson
Date: _____, 2008

Print Name: _____

Approved by Board: February 5, 2008

Form Approved:

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
- Education Research & Design Institute
- The BROAD Foundation
- The BROAD Institute
- National School Boards Association
- The Florida School Boards Association
- Council of Great City Schools
- The District Management Council
- Association for Supervision and Curriculum Design
- American Association of School Administrators
- National Federation of Urban-Suburban School Districts