

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT is effective this 1st day of January, 2017, and between THE SCHOOL BOARD OF ST. JOHNS COUNTY, 40 Orange Street, St. Augustine, Florida, 32084 (the "Board") and JAMES C. FORSON, 4224 Bradfisch Lane, St. Augustine, Florida 32086 ("Superintendent").

WITNESSETH:

WHEREAS, the Board wishes to retain the Superintendent to provide all services fully and faithfully in full keeping with the spirit, intent and actual statutory requirements regarding the duties and responsibilities of a school superintendent in the State of Florida and Florida Statutes, Sections 1001.50 and 1001.51, which provide, among other things, that the County School Board of each county shall appoint the authorized Superintendent of Schools for the county; and

WHEREAS, the Superintendent is willing to provide said services and faithfully and fully comply with the duties and responsibilities of the office as outlined herein as well as provide those services to the Board as required and requested by the Board throughout the tenure of the contract that are in keeping with the official authority of the Board.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereafter, it is agreed as follows:

1. Superintendent of Schools of St. Johns County. The Board hereby appoints James C. Forson as Superintendent of Schools of St. Johns County, Florida for the term of this contract.

2. Services. It is the intent of the parties that this contract provides for Superintendent services with no other right of employment except as hereinafter set forth. It is further understood between the parties that this is a full-time position and requires the Superintendent's full attention, energy, and best efforts.

3. Duties. The Superintendent shall be the Chief Executive Officer of the St. Johns County School District and shall have charge of the administration of all public schools of the District. The Superintendent shall provide supervision directly and indirectly of all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the District subject to approval by the Board. The Superintendent's duties relating to the School District shall be as provided by the Board's rules and policies, laws of the State of Florida, rules and regulations of other appropriate agencies and such special duties and functions as may be prescribed by the Board from time to time. The Superintendent shall promptly report to the Board all matters pertinent to the Board's responsibility to oversee operation of the District.

4. Term of Contract. This contract shall be effective as of January 1, 2017, and shall run for a term of three (3) years until and including December 31, 2019.

5. Medical Examinations. The Superintendent shall undergo an Executive Physical that shall include, but not be limited to a stress test, blood work and EKG, between May 1st and June 30th of each year, with the results to be given to the Board by the examining physician in the following form:

It is my opinion after conducting a complete physical examination of James C. Forson that he (is/is not) physically capable of carrying out the duties of the Superintendent.

(Signature of the Physician)

The Board shall bear the full cost of the physical through its health plan.

6. Goals. The Board and Superintendent will, working together, set annual goals for the School District prior to each July 1st.

7. Annual Evaluation. The Board shall evaluate the Superintendent on or before June 30th of each year during the term of this contract. The evaluation shall be in writing, shall be a public document and shall be placed in the Superintendent's personnel file. The evaluation shall be based upon the District's Strategic Plan, the School District's goals, and other relevant factors affecting the Superintendent's job performance.

Further, the Superintendent may request and the School Board shall, upon such request, provide an interim evaluation in December of each year. Nothing in this paragraph restricts the power of the Board to evaluate or terminate the Superintendent at any time subject to the provisions of this contract.

8. Performance-Based Contract. The Superintendent's evaluation, annual salary and re-employment will be based on the performance of the Superintendent and the achievement of the goals of the St. Johns County School District. The Superintendent's current annual evaluation instrument is divided into eight (8) categories and thirty-seven (37) subcategories.

If the results of the annual evaluation indicate that the Superintendent "meets expectations" in each of the eight (8) categories, his base salary for the next school year shall be increased by a percentage equal to the percentage of the aggregate base compensation increase awarded District instructional staff for that year. For example, if the instructional staff receives an aggregate raise of 1.5% for the 2017-2018 school year, and the Superintendent's performance evaluation for 2016-2017 entitles him to a performance raise under this paragraph, beginning July 1, 2017 the Superintendent's base compensation likewise would be increased by 1.5%.

9. Base Salary. The base salary shall be paid at the rate of One Hundred Sixty Five Thousand Dollars and 00/100's (\$165,000.00) per year. The Board may agree to increase the base annual salary or fringe benefits at the time of each annual evaluation.

10. Vacation and Sick Leave. The Superintendent shall receive paid annual leave (vacation) and sick leave, which shall accrue, accumulate and be paid on the same basis as for 12-month administrative School Board employees of the Board, in accordance with School Board Rule 6.20. Provided, however, that for purpose of determining the amount of such leave under the rule, the Superintendent's length of service shall include his prior service as a School Board employee.

11. Automobile and Expense Allowance. The Board shall provide the Superintendent with a monthly allowance of Six Hundred Dollars and No/100's (\$600.00) as full compensation for business use of the Superintendent's automobile and any miscellaneous expense he may incur in the performance of his professional duties within the District. This shall be paid separately from his base salary and shall not be considered a part of his base salary.

12. Disability Insurance. The District shall provide, at its expense, short term disability coverage for the Superintendent at two thirds (2/3) of his base salary.

13. Life Insurance. During his employment as Superintendent, the District shall provide a term life insurance plan providing Two Hundred Fifty Thousand Dollars and No/100's (\$250,000.00) of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District. At the termination of this contract, the Board will cooperate in transferring its interest in the policy to the Superintendent although it shall not incur any additional cost to do so.

14. Health Insurance. The District shall pay the premiums for the Superintendent and his dependents to be covered under the major medical, hospitalization, vision care and dental insurance plans offered by the District. Upon retirement, the Superintendent shall be entitled to the reduced premium benefit to the extent such benefit is awarded to District retirees with more than ten (10) years of service.

15. Florida Retirement System. The Superintendent shall participate in the Florida Retirement System as a member of the Senior Management Service Class.

16. Conferences and Meetings. The District shall pay in full all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the Board. The Superintendent shall attempt to advise the Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

17. Out-of-District Travel Expenses. The Board shall reimburse the Superintendent for reasonable and necessary expenses for out-of-District travel on District business, including lodging, mileage, other transportation and meals.

18. Memberships and Dues. The Superintendent is encouraged to belong to appropriate professional and educational organizations where such membership will serve the best interests of the District. Accordingly, the District will pay up to One Thousand Dollars and No/100's (\$1,000.00) annually for membership dues for organizations as are required, directed or permitted, by the Board. The Superintendent shall present appropriate statements for approval by the Board.

19. Performance Salary Incentive. In addition to the base salary provided above, the Superintendent shall be eligible to receive salary enhancements in accordance with Section 1001.50, Florida Statutes, if:

(a) He meets and maintains the certification requirements for the special qualification salary (Section 1001.47(4), Florida Statutes) (a \$2,000 annual enhancement) and/or

(b) He receives and maintains a Chief Executive Officer Leadership Development Certificate (Section 1001.47(5), Florida Statutes) (a \$3,000 annual enhancement).

It is specifically understood between the parties that any monies earned under this paragraph shall not be considered a part of the Superintendent's base salary.

20. Indemnification. The Board agrees, as a further condition of this employment contract, 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 in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose out of or while the Superintendent was acting within the scope of his employment. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the District and Board shall be subject to the limitations as provided in Florida Statutes.

21. Further Conditions. The Superintendent agrees to faithfully, diligently and conscientiously perform the duties of Superintendent of Schools in accordance with the laws of the State of Florida, Board policies, rules and regulations, rules and regulations of the Department of Education, and decisions and actions taken by the Board, and to obtain and maintain certification as a Superintendent of Schools in the State of Florida. The Superintendent shall assign the administrative and supervisory staff in a manner which, in his judgment, best serves the public schools of St. Johns County, Florida. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board.

22. Disability. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause, and said disability or inability to perform such duties exists beyond the point where all vacation time or sick leave shall have been used, the Board may, in its sole discretion, make appropriate deductions from the salary stipulated, and if such disability continues for more than six (6) months, or if said disability is permanent, irreparable or of such a nature as to make performance of the Superintendent's duties impossible, the Board, at its option, may terminate this contract. In such event, the respective duties, rights and obligations of each party shall terminate.

23. Termination. The Superintendent may be terminated during the contract term by the Board for cause, without obligation for compensation unaccrued at the date of termination, for reasons set forth in the Florida Statutes, failure to perform the duties of the office, or failure to follow the directions of the collective School Board. If the Superintendent is guilty of immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of drugs or conviction of a crime involving moral turpitude, he may be suspended immediately with or without pay. However, written notice of the charges by the Board and its decision to terminate the Superintendent shall be delivered to the Superintendent, and the Superintendent shall be given an opportunity for an informal hearing before the School Board within a reasonable period of time not to exceed twenty (20) days from the service of notice thereof. The Board's action thereon is not quasi-judicial and its prerogative to continue or not continue the Superintendent's employment is absolute. If the Superintendent chooses to engage the services of legal counsel to represent him in any manner, whether in proceedings under this paragraph or otherwise, he shall pay the cost thereof. Notwithstanding the above, the Board may remove the Superintendent from the position of Superintendent of Schools without cause, but in that event, it shall pay him severance pay equal to 20 weeks base compensation.

24. Severability. If any of the provisions of this contract shall be held to be invalid, it shall not affect the validity or enforceability of any other provision.

25. Amendment. This contract embodies the entire agreement between the parties and shall not be amended except by written agreement by the parties.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in St. Augustine, St. Johns County, Florida as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

Vicki Moody
Print Name: Vicki Moody
(type or print name)

By: Thomas J. Allen
Tommy Allen
Its Chairman

Sharon Carcaba
Print Name: Sharon Carcaba
(type or print name)

Vicki Moody
Print Name: Vicki Moody
(type or print name)

James C. Forson
James C. Forson

Miriam Testarica
Print Name: Miriam Testaricca
(type or print name)