

sion of the foreseeable future Board actions nor the disclosure by the Superintendent to a Board member of another Board member's views.

(e) Board Action. Following the opportunity for discussions as provided in subparagraph 16(d) above, the Board at a public meeting on or about September 1, will discuss whether the Superintendent's performance is overall satisfactory. If the Board determines that the Superintendent's overall performance is satisfactory, the Superintendent shall be eligible for a pay increase pursuant to the conditions set forth in subparagraph 7(a)(ii) of this Agreement. If the Board determines that the Superintendent's performance is unsatisfactory, the Board shall inform him of the specific goals and areas where he must improve.

17. Agreement Renewal. At a public meeting on or about September 1 of each year during the term of this Agreement, the Board will decide whether to extend the term of this Agreement by:

(a) Taking no action, in which event the term of this Agreement shall be automatically extended for one additional year beyond its then-current term;

(b) Taking action to extend this Agreement for one additional year beyond its then-current term; or

(c) Taking action declining to extend this Agreement beyond its then-current term.

18. Termination for Just Cause. In addition to the Board's absolute right to terminate the Superintendent's employment for disability, as provided in Paragraph 15, the Board may terminate this Agreement for just cause. Just cause shall include but not be limited to (a) any matter that would be grounds for termination for cause when applied to instructional personnel of the District as specified in Section 1012.33, Florida Statutes; (b) any conduct proscribed by Florida Administrative Code Chapters 6B-1 or 6B-5 or the policies of the Board;

(c) any other personal or professional conduct seriously prejudicial to the interests of the Board and the District; (d) professional incompetence; (e) misconduct as defined in Section 443.036(30), Florida Statutes; or (f) failure to comply with any provision of this Agreement. If any charge is brought under this paragraph, the Superintendent shall have the right to receive written notice of such charge, written notice of hearing, and a fair hearing before the Board prior to termination. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel of his own choosing and at his own expense, and to present, through witnesses, any testimony relevant to the issues. If the Superintendent is terminated for just cause, he shall be entitled to no further compensation under this Agreement except terminal pay in accordance with subparagraph 11(d), and in particular he shall not be entitled to receive severance pay, as defined in Section 215.425, Florida Statutes.

19. Release from Agreement.

(a) Action by Board. Notwithstanding any other provision of this Agreement, the Board reserves the right at any time and at its sole discretion for any reason to terminate the Superintendent's employment. In such event, for a period of twenty (20) weeks from the date of official notice of the termination or for the term remaining on this Agreement, whichever is less, the Superintendent would continue to receive (i) his monthly base salary as described in subparagraph 7(a), and (ii) his post-termination insurance benefits as described in subparagraph 10(a), but he would not be eligible for any other benefit provided under this Agreement except terminal pay in accordance with subparagraph 11(d). If the Superintendent were to obtain other employment while still receiving monthly payments under this paragraph, then the payments from the Board would be reduced by the amount of such payments from other employment. The Superintendent agrees that the Board shall have the sole and absolute discretion to decide upon such termination under this paragraph 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 payments provided in this paragraph in full satisfaction of the Board's obligations under this Agreement and in full release of any and all claims against the Board arising from

his employment as Superintendent. Nothing in this Agreement shall prevent the Board and Superintendent from negotiating a lump sum severance payment in lieu of the monthly payments provided in this paragraph. In no event shall severance pay to the Superintendent exceed twenty (20) weeks of compensation.

(b) Action by Superintendent. Notwithstanding any other provision of this Agreement, if the Superintendent resigns his position for any reason, then upon the effective date of such resignation, he shall be entitled to no further compensation under this Agreement except terminal pay in accordance with subparagraph 11(d). If the Superintendent unilaterally terminates his employment on or before one (1) year from the effective date of this Agreement, he shall reimburse the Board for the actual cost of recruiting a new Superintendent of Schools, not to exceed Fifteen Thousand Dollars (\$15,000.00), which amount may be withheld from final payments due to the Superintendent under this Agreement.

20. Notice of Application for Employment. The Superintendent shall notify the Board in writing of any application for employment or written intent to apply with another school system prior to submitting such application.

21. Indemnification. The Board will defend, hold harmless, and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent individually or in his capacity as agent or employee of the Board that may arise while he is acting within the scope of his employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property; and further, criminal litigation shall not be included in this indemnity clause. This paragraph shall be interpreted and construed in a manner not inconsistent with Florida Statutes governing the indemnification of Board employees and is subject to the limitations set forth in Sections 111.07, 111.071, 768.28, and 1012.26, Florida Statutes. No Board member shall be personally liable to the Superintendent for any cost, expense, fee, or judgment arising from matters described in this paragraph. The provisions of this paragraph shall survive the term of this Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action

against the Superintendent under either federal law or the laws of Florida except as otherwise provided in this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement concerning employment arrangements between the Board and the Superintendent. This Agreement may not be changed except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification, or discharge is sought.

23. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the party involved at the address shown on the signature page, or to such other address as either party may specify to the other in writing. The date three (3) days after the date of mailing of such notice shall be deemed to be the date of delivery.

24. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Board, its successors and assigns, and the Superintendent and his heirs and personal representatives, but may not be assigned by the Superintendent.

25. Severability. In the event any term, paragraph, or provision of this Agreement or its application to any circumstance shall to any extent be deemed by a court of competent jurisdiction invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Application in Conformity with Governing Law. The parties acknowledge and agree that no provision of this Agreement shall be applied in a manner that is inconsistent with the compensation and remuneration limitations set forth in Sections 215.425 and 1001.50, Florida Statutes.

27. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.