

**AN EVALAUTION OF THE TERMS AND CONDTIONS OF APPOINTED COUNTY
SCHOOL SUPERINTENDENTS CONTRACTS IN THE STATE OF FLORIDA AND THE
CORRELATION BETWEEN DISTRICT SIZE AND SUPERINTENDENT SALARY**

By

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A dissertation submitted in partial fulfillment of the requirements
for the Degree of Doctor of Education
in the School of Teaching, Learning, and Leadership
in the College of Education and Human-Performance
at the University of Central Florida
Orlando, Florida

Fall Term
2015

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ABSTRACT

The purpose of this study was to provide an in-depth examination of the terms and conditions found in the employment contracts of Florida Appointed School District Superintendents, with a secondary focus on salary and termination without cause. Employment contracts were obtained from each of the 26 school districts with appointed school superintendents, and then carefully analyzed for similarities and differences. The results of this study will provide Florida school districts with information to construct the best possible employment contracts to both attract top talent and protect the interests of the school district.

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CHAPTER 1: INTRODUCTION

Background of the Study

District school superintendents fill the highest position in a school district and bear the responsibility for the education of every child in that district (Hodgkinson & Montenegro, 1999). According to Martens (2012), the responsibilities of a district school superintendent include implementing the school board's vision by making the day-to-day decisions about staffing, spending, educational programs, and facilities. School superintendents must also respond to the demands of teachers, parents, students, and the communities in which they work (Martens, 2012). Superintendents are a valuable asset to a school district, and thus it is vital to attract and retain the best possible candidates (Hodgkinson & Montenegro, 1999). A key element in attracting and retaining the best candidates is the provision of competitive salaries and fringe benefits, items that are included in an employment contract (Educational Research Services, 1970). School districts must understand the contract process, terms and conditions, and what similar school districts are offering to ensure that they can compete in attracting the best candidates. There is little

research on the terms and conditions found in employment contracts for appointed district school superintendents in the state of Florida.

The process for the selection of a school superintendent in Florida is unique, and is followed in only two other states: Alabama and Mississippi (Appointed versus elected, 2012). Article IX of the Florida Constitution establishes that district school superintendents may be elected or appointed:

“In each school district there shall be a superintendent of schools who shall be elected at the general election in each year the number of which is a multiple of four for a term of four years; or, when provided by resolution of the district school board, or by special law, approved by vote of the electors, the district school superintendent in any school district shall be employed by the district school board as provided by general law. The resolution or special law may be rescinded or repealed by either procedure after four years” (F.L. Constitution art. IX § 5).

Each school district can choose which method of selection is used through referendum. The unique dual selection system also adds to the complexity of Florida appointed school superintendents' contracts.

There is a key difference in the terms of employment between appointed and elected superintendents in the state of Florida. Elected Florida district school superintendents are employed by the will of the people, are given terms of four years, and the conditions of their employment (e.g., pay,

benefits) are established by the state of Florida (Fla. Stat. Ann. § 1001.46 2013). An appointed Florida district school superintendent's terms of employment are dictated by the contract that is offered to him/her by the school board s/he serves (Fla. Stat. Ann. § 1001.50 2013). The ability to contract the terms of employment is a powerful tool for a school district. The district can ensure that it is offering the most competitive salary, as well as entering into a contract that allows for the dismissal of a superintendent without cause, which is an option unavailable to counties with an elected superintendent (Florida Statute Ann. § 1001.50 2013).

Due to the significant influence and effect a superintendent can have on a school district, it is necessary to understand the laws, elements of contracts, and their common terms, which allow for school districts to ensure they attract the highest caliber candidates. The Institute for Educational Leadership suggests that a greater emphasis must be placed on investigating all facets of school superintendents (Hodgkinson & Montenegro, 1999). With the lack of information and research on the terms and conditions of appointed Florida school superintendents, it is clear that there is a need for additional information on the subject.

Statement of the Problem

To date, there is limited information on the terms and conditions of the contracts for district school superintendents. Previous studies conducted were based on surveys, and not actual contracts. No studies have focused on the terms and conditions in the contracts of appointed superintendents in the state of Florida.

Purpose of the Study

This study seeks to: (1) examine the terms and conditions of appointed school superintendents' contracts in the state of Florida; (2) determine the correlation between district size and superintendent salary, and (3) determine whether or not school districts with appointed superintendents are taking advantage of their unique ability (compared to counties with elected superintendents) to release a superintendent without cause by inclusion of a clause into the superintendent's contract.

Significance of the Study

This study will provide insight into the terms and conditions of appointed district school superintendent contracts in Florida to provide Florida school districts with the information to construct the best contracts possible to attract

top talent, as well as to protect the interests of the district. The data will allow school districts to develop competitive contracts that allow them to hire the best superintendents possible. The research will also demonstrate the actual use of terms for dismissal without cause. Finally, the data will provide information that can be used to determine whether or not a school district should consider shifting from electing a superintendent to appointing one and how to construct a contract with the appropriate provisions.

Definition of Terms

For the purposes of clarification, the following terms are defined in accordance with their importance and context in this study:

Appointed District school superintendent: An appointed superintendent is an individual who is selected by the school district to serve as the district's superintendent.

Contract: A contract is a legal agreement between the school board and district school superintendent outlining the terms and conditions of employment of the superintendent.

District school superintendent: A district school superintendent is an individual who serves as the chief executive officer of a school district.

Elected District school superintendent: An elected school superintendent is an individual selected by the constituents of the school district to serve as a school superintendent.

Conceptual Framework

A contract is a promise enforceable by law. The need for legally enforceable contracts was created by the evolution of trade (Mehren, 2013). Before the development of formal contract law, promises were enforced through family obligation or religious enterprises, or were not needed because trade was based on barter, and the deal was complete when the items were exchanged (Mehren, 2013). As civilizations progressed beyond simple bartering to more complex forms of trade based on promises rather than property, legal remedy became necessary.

The first formal system for the enforcement of contracts was established by European merchants. Initially, merchants were flexible and informal in dealing with issues regarding contracts, but as trade became more complicated, they needed a formal method for dealing with a breach of contract (Mehren, 2013). In the 12th century, merchants established a merchant's court that dealt solely with contract issues. The merchant's court was adept at dealing with the unique nature of trade

contracts because of their participation in trade (Mehren, 2013). The merchant court in the 12th and 13th centuries marked the beginning of formal contract law.

During the 13th century, contract enforcement was incorporated into English Common Law. Initially, contracts were dealt with through the actions of debt or covenant. A debt is an action equal to filing a lawsuit today, which individuals could take to collect what was owed to them because of harm done by another (Mehren, 2013). A covenant is similar, except that it deals with damages associated with someone who has broken a promise. The use of covenant became more common in the later 13th century (Mehren, 2013). As the action of covenant became more popular, judges began to require proof of a contract (Mehren, 2013). The statute of frauds was established when the need for written proof of certain types of contracts increased.

English Common Law addressed the need for written contracts formally in 1677. During the 1677 parliamentary session, the Statute of Frauds was adopted. This statute was established to ensure that nonexistent contracts were not being enforced by the court (Phelps & Lehman, 2005). The initial Statute of Frauds was limited to certain types of contracts, such as wills, but required that, in order to enforce such contracts, they had to be in writing and signed by the individuals bound by the

contract (Phelps & Lehman, 2005). A statute of frauds is incorporated into Florida law, especially regarding the contracts of school superintendents.

The development of contract law from its origins in the merchant's courts through today is seen in Florida Statute 1001.20 (2013), section 2, which states: "Each district school board shall enter into an employment contract with the district school superintendent and shall adopt rules relating to his or her appointment." Florida legislatures agreed that there is a need for a written contract for superintendents and that in these contracts, terms of employment should be outlined.

Research Questions

Research Question 1: What are the terms and conditions found in the employment contracts of Florida appointed school district superintendents and the rate of occurrence?

Research Question 2: What are the terms and conditions for termination without cause for Florida appointed district school superintendents?

Research Question 3: What, if any, is the correlation between district size and appointed school district superintendent salary?

H₀₁. There is no relationship between the number of students enrolled in a small school district and the appointed superintendent's salary.

H₀₂. There is no relationship between the number of students enrolled in a medium school district and the appointed superintendent's salary.

H₀₃. There is no relationship between the number of students enrolled in a large school district and the appointed superintendent's salary.

Research Question 4: How do the provisions of appointed Florida school district superintendents align with expert suggestions of specific terms and conditions that should be in a superintendent's contract?

Methodology

For this study, contracts from all twenty-six Florida school district appointed superintendents serving during the 2014-2015 school year were used. The Florida Department of Education maintains a database of contact information for each school district. I contacted all school districts to determine a point of contact to obtain the Florida superintendents' contracts. At the time of initial contact, I made an informal request for a copy of the desired materials.

Under Florida statute 268.011 in the Sunshine Law, any government agency must release documents to the public when requested, so long as the request is not exceedingly costly.

Florida school districts are considered public agencies, and therefore must comply with a request for release of a public document. If the informal request for the contract was not granted, I then submitted a formal written request for the superintendent's contract. If for some reason the formal request was not filled, the researcher will search board documents to attempt to find the missing contracts.

Data analysis for research question 3 was rather simple. Data were entered categorically for sections such as funding for cell phones, travel expenses, and professional development fees. For each of those categories, a dollar amount was also entered, if valid. Those dollar amounts were averaged or a range was presented. The data collected were used to answer the research questions. A summary report of the findings for research questions 1, 2, and 3 was also provided.

Limitations

The study has the following limitations:

- 1) The timeliness in which the school district fulfills the request for release of a public document.
- 2) The accuracy of the data provided in the appointed district school superintendent contracts.

Delimitations

The study has the following delimitations:

1) Only current contracts of appointed district school superintendents in the state of Florida were used in this study.

Organization of the Study

Chapter 1 introduces the problem, research questions, and the populations being studied. Chapter 2 includes a literature review on the history of school superintendency, general contract law, suggested elements of superintendents' contracts, and pertinent Florida law. Chapter 3 details the methodology and procedures used to collect and examine the contracts. Chapter 5 provides the findings, conclusions, implications, suggested practical applications, and future research recommendations.

CHAPTER 2: LITERATURE REVIEW

Introduction

The first section of the literature review addresses the history of the school superintendency, which will be provided to establish its historical roots and to examine the changes in the superintendency over time. The second section of the literature review gives a brief history of contract law, as well as a review of that law. The third section examines articles and works pertaining to items that should be found in a superintendent's employment contract. The fourth, and final, section covers topics pertaining to the effect of termination and buyout, as well as a brief examination of litigation pertaining to district school superintendent termination.

History and Role of the School Superintendent

This section focuses on the history of school management, with emphasis on the office of school superintendent and its development. The purpose of this section is to establish the historical significance of the position of school superintendent and the evolution of the responsibilities of the position. First, I will summarize briefly the development of the position of school superintendent, followed by the specific development

of the position in Florida. Finally, the current expectations of the position of district school superintendent will be reviewed based on Florida state statutes.

With the shift from agriculture to commerce and industry, cities in the United States began to grow. This urban growth also spurred the growth of the school districts serving those cities. It quickly became apparent that the new, larger school districts would require better direction and supervision than the lay boards of education could provide (Candoli, 1995). A number of cities attempted to revise the way the school system was run. One such attempt was to have an actual educator as the head of the city's educational system.

In June of 1873, Buffalo, New York became the first city to appoint a superintendent of common schools, and Louisville, Kentucky followed shortly after, in July of 1837, when it appointed the first superintendent of public schools (Candoli, 1995). As the trend of appointing district school superintendents increased, some states took legislative measures to grant authority to school boards to make such appointments. From 1837 to 1860, the number of school districts with superintendents grew to 27 cities (Candoli, 1995).

The development of the office of superintendent was much slower in rural areas. Many schools remained one-room, 8-grade

schools, while cities incorporated secondary education leading to multiple campus schools. The superintendency started to develop in rural areas in the 20th century, in the form of a county superintendency, rather than the city superintendencies that developed first (Candoli, 1995). In 1915, Utah became the first state to mandate the county unity plan to consolidate smaller, rural districts into a single large district (Candoli, 1995).

The 1874 Kalamazoo supreme court of Michigan decision had a tremendous influence on the development of the school superintendency. The Court ruled that local school boards had the right to tax property owners for secondary education. With funding in place for high schools, the overall number of public schools grew, along with the increased need for a single head of a consolidated school district (Candoli, 1995). The Kalamazoo decision also led to the change from the traditional one-room, 8-grade schoolhouses to the current multi-campus school districts needed to meet the needs of students in an area.

A second major event also influenced the spread of multi-campus schools and the increased need for a superintendent. That event was the invention and development of the automobile. With the advent of the automobile came the ability to transport people easily from one location to another (Candoli, 1995). This

allowed "the massing of students into student bodies of sufficient size to make it effective and efficient to offer programs to serve diverse needs" (Candoli, 1995, pg. 336). It can be said that the growth of the superintendency paralleled the growth of the American school system.

Early superintendents faced a number of challenges, including the common school movement. For some superintendents, the fight for common public schools became a calling to them, similar to that of the clergy. Early superintendents travelled to cities and rural areas alike, advocating the need for the common school system (Candoli, 1995). Early superintendents were not only responsible for running their school districts; they also took on the role of advocate to grow the public school system.

The role of the school superintendent evolved greatly from its inception until the end of the 19th century. The original role of the school superintendent was that of schoolmaster, with the vast majority of decisions being made by the school board. The role changed from schoolmaster to that of managing administrators by the end of the 1800s (Candoli, 1995). This shift meant that school superintendents became responsible for the operations in the school district, and the day to day decisions that were being made were no longer under the direct

scrutiny of the school board (Candoli, 1996). As the nation transitioned from agriculture to industry, the American school system also had to change to reflect the demands of the changing economy.

Gaining the authority to run a school district at the operational level without the scrutiny of the school board was not something that came overnight. It was an uphill battle for school superintendents such as Ellwood Cubberley, George Strayer, and Frank Spaulding (Candoli, 1995). These men first became the champions of the common school and advocated for a type of executive leadership. Cubberley called the transition from schoolmaster to operational leader the struggle to become true professionals. These true professionals took up a fight against school boards that had very heavy political spoils systems (such as who would be hired and what textbooks would be purchased) to ensure that future superintendents provided: civic leadership, scientific management, and establish(ed) business values in the schools" (Candoli, 1995, pg. 337). These early superintendents were also aware that people in their field must be familiar with the most up-to-date curricula and instruction practices, as well as teacher preparation and staff development.

The era of scientific management also played a role in the development of the school superintendency. Fredrick Taylor is

considered to be the father of scientific management. In 1911, Taylor wrote the Principles of Scientific Management and identified five key principles: large daily tasks, standard conditions, high pay for success, loss in case of failure, and expertise in large organizations (Candoli, 1995). The era of scientific management affected the superintendency through the:

“...quasi-businessman attempting to form school districts into industrial models through principles of scientific management. During this period, a significant degree of control over decision-making was moved from boards of education into the hands of the superintendents. The tenets of scientific management, and the resulting bureaucracy, still guide the practices of some local school boards today, despite the fact that many researchers and reformers believe that highly centralized hierarchical structures are a chief obstacle to school reform” (Candoli, 1995, pg. 338).

The top-down management systems of the scientific management era can still be seen in many modern school districts.

During the late 1920s into the 1930s, the Human Relations Approach theory of management had an influence on the

development of the school superintendency. Key components of the Human Relations Approach as described by Candoli included:

"1. The economic factor is not the only significant motivator. In fact, noneconomic social sanctions limit the effectiveness of economic incentives. 2. Workers respond to management as members of an informal group, not as individuals. 3. Production levels are limited more by the social norms of the informal organization than by physiological capacities. 4. Specialization does not necessarily create the most efficient organization of the work group. 5. Workers use informal organization to protect themselves against arbitrary decisions of management. 6. Informal social organizations will interact with management. 7. A narrow span of control is not a prerequisite to effective supervision. 8. Informal leaders are often as important as formal leaders. 9. Individuals are active human beings, not passive cogs in a machine" (Candoli, 1995, pg. 338).

Perhaps the most lasting effect on the superintendency of the Human Relations Approach was the increased value of the human relations skills of the superintendent. The Human Relationship Approach to management was dominant throughout the

1940s and 1950s, until the 1960s, when the behavioral school of management became popular. The behavioral management approach "led a shift from democratic prescription to analytic formulations, from field orientation to a discipline orientation, and from a narrow conception to an encompassing multidisciplinary research and theory in the field of administration" (Candoli, 1995, pg. 339). This meant that the district school superintendent was expected to have a variety of schools and knowledge of current educational practices.

The office of district school superintendent was established in the state of Florida in 1868 when the Florida Constitution was revised to include a section that established the district (county) school superintendent. The position was further solidified in 1869 with the passing of the School Law Act (Sello, 1987). Initially, the district school superintendent was chosen by the governor to serve a two year term of office. At the time that the office of district school superintendent was established the role was responsible for the following:

"1) to act as secretary and agent of the county school board; 2) to ascertain the places where schools are needed; 3) to present plans and estimates for the construction and improvements of school buildings; 4) to visit the schools of the county, carefully observe the condition of the same, and give such helpful suggestions as deemed proper; 5) to arouse a greater interest in education throughout the county; 6) to select, for appointment by the county board of education, the local school trustees, and when elected,

to see they attend their duties and were kept supplied with copies of the laws, decisions, and regulations the state department of education; 7) to decide, on appeal to him, all disputes and controversies arising within the county or refer them to the county board for decision; 8) to see that the educational affairs of the county were properly guarded and that its rights in relation to education were secured; 9) to establish and maintain schools within the county, under the direction of the superintendent of public instruction, before the organization of the county board of education, or in case that it failed to do so; 10) to examine and certificate teachers when empowered to do so by the county board, and to revoke or suspend when sufficient cause was given; 11) to perform all the acts of the county board of education when that body failed or neglected to attend [to] it[s] duties; 12) to suspend any certificate when there was good reason for doing so; and 13) to keep record of each school in the county, and for expenditure therefore" (Sello, 1987, pg. 2).

The expectations established for a district county school superintendent in the state of Florida were consistent with the expectations of those filling the role in other states. The roles and duties of the office remained largely unchanged until the constitution of 1885 altered the selection process for school superintendent drastically. Article VIII, section 6, made the position of district school superintendent an elected position (by district constituents) that came with a four year term, rather than an appointed position with a two year term (Sello, 1987). The selection process for school superintendents would undergo another transformation in the 1960s.

While the duties of the school superintendent evolved during the 19th and 20th centuries, the selection process remained

unchanged for the majority of that time. That changed during the constitutional revisions of the 1960s and the inclusion of Constitutional Amendment Article XII, which stated that: "...the superintendent shall be appointed by the school board in a school district wherein the proposition is affirmed by a majority of the qualified electors voting in the same election making the office of superintendent appointed" (Sello, 1987, pg. 2). Article XII established the dual selection process for a district school superintendent that is still in use today.

Section IX of the Florida constitution addresses educational law in the state of Florida. Section IX contains information on public education, the state board of education, terms of appointed board members, the school district, school boards, superintendents of schools, state school funds, and the state university system. This section of the literature review focuses on section 5 of article IX, entitled Superintendent of schools.

The Florida Constitution establishes district school superintendents in article IX, section 5, which states:

"In each school district there shall be a superintendent of schools who shall be elected at the general election in each year the number of which is a multiple of four for a term of four years; or, when

provided by resolution of the school district school board, or by special law, approved by vote of the electors, the district school superintendent in any school district shall be employed by the district school board as provided by general law. The resolution or special law may be rescinded or repealed by either procedure after four years."

Article IX, section 5 established the dual selection process for district school superintendent in the state of Florida. Under the Florida Constitution, the default method for the selection of a superintendent is election. Every four years, the constituents of the school district vote to elect a district school superintendent.

Alternatively, a Florida county school district may choose to appoint, rather than elect, a school superintendent. There are two avenues a Florida school district can take to select the appointment rather than the election process for a superintendent. The first is for the district school board to pass a resolution stating that the school district would rather appoint a superintendent rather than have one elected, and have the resolution voted upon by the district constituency. The second process involves the creation of a special law in that district that must be voted on by the school district's

constituents. The selection process can be changed back to election after four years. Florida statute 1001.461 (2013) further defines the way that the superintendency can be made appointive, stating:

“To submit the proposition to the electors, the district school board by formal resolutions shall request an election that shall be at a general election or a statewide primary or special election. The board of county commissioners, upon such timely request from the district school board, shall cause to be placed on the ballot at such election the proposition to make the office of district school superintendent appointive.”

While the Florida Constitution lays the foundation for the selection process, the state legislature passes the laws required to institute the process. Florida’s educational codes can be found in Title XLVIII of the Florida State Statutes and is entitled the K-20 Education Code. Florida statute 1001.32 (2013) addresses the management, control, operation, administration, and supervision of each school district and requires that each school district have a superintendent. The definition of district school superintendent provided in statute 1001.32 (2013), section 3 states: “Responsibility for the

administration and management of the schools and for the supervision of instruction in the district shall be vested in the district school superintendent as the secretary and executive officer of the school board, as provided by law.”

After a Florida superintendent has taken office, either through election or appointment, s/he is required to take an oath that is outlined in the State Constitution (Florida Stat. Ann. 1001.462, 2013). Florida law further states that a superintendency becomes vacant when the superintendent no longer lives in the school district s/he serves (Florida Stat. Ann. 1001.463, 2013). The majority of the literature suggested that contract language should include a provision stating that the superintendent position is full time. Florida statute 1001.464 (2013) is consistent with those suggestions, stating that “The positions of district school superintendent shall be considered a full-time position.”

Perhaps the most complicated and detailed legislation regarding Florida district school superintendents is the establishment of salary for an elected superintendent. The first base portion of an elected Florida district school superintendent is based on population, as outlined below:

Table 1 Elected Superintendent Base Salary

Pop. Group	County Pop. Range		Base Salary	Group Rate
	Minimum	Maximum		
I	0	49,999	21,250	0.07875
II	50,000	99,999	24,400	0.06300
III	100,000	199,99	27,550	0,02625
IV	200,000	399,999	30,175	0.01575
V	400,000	999,999	33,325	0.00525
VI	1,000,000		36,475	0.00.400

Additional pay is calculated by any additional population over the base minimum, based on the group rate and is added to the base pay (Florida Stat. Ann. 1001.47, 2013). Annual salary increases are provided by law and can be found in Florida statute 145.19 (2013).

An elected Florida superintendent can also earn an additional \$2,000 dollars per year, paid by the district school board, if s/he has met the certification requirements established by the Florida Department of Education. Those requirements are found in Florida statute 1001.47 (2013), sections 4 and 5. The requirements set by the Florida Department of Education include the completion of a two-phase leadership

development and performance program and they must also complete at least one professional development course to continue to receive the incentive pay.

The Florida Department of Education leadership and performance program for district superintendents is composed of two phases. The first phase is based on content knowledge and skills. The Florida legislation provides the following description "...consisting of: creative leadership models and theory, demonstration of effective practice, simulations exercises and personal skills practice, and assessment with feedback, taught in a professional training setting under the direction of experienced, successful trainers" (Florida Stat. Ann. 1001.47, 2013). The second phase of the Department of Education's superintendent program is designed to develop professional competency, described as:

"...a competency-acquisition phase consisting of on-the-job application of knowledge and skills for a period of not less than 6 months following the successful completion of the content-knowledge-and-skills phase. The competency-acquisition phase shall be supported by adequate professional technical assistance provided by experienced trainers approved by the department. Competency acquisition shall be demonstrated through

assessment and feedback" (Florida Stat. Ann. 1001.47, 2013).

Successful completion of both phases of the Department of Education's two-phase leadership and performance program results in the issuance of a Chief Executive Officer Leadership Development Certificate. Along with the certificate, performance pay is added to the appointed school superintendent's salary, and based on performance, ranges from \$3,000 to \$7,500, paid for by the Department of Education. To continue to receive the incentive pay, the superintendent must continue to receive favorable performance evaluations and attend any follow-up training required by the State Department of Education (Florida Stat. Ann. 1001.47, 2013).

The Florida legislature also includes statutes that outline the powers and responsibilities of Florida district school superintendents. Broadly, a Florida superintendent has the general powers of oversight, to advise, counsel, and recommend to the district school board, recommend policies, recommend and execute rules, recommend and execute minimum standards, and to perform duties and exercise responsibilities assigned by the State Board of Education. Under general oversight, it is the responsibility of the district school superintendent to identify problems and needs and then make suggestions on how to address

those. It falls to the superintendent to advise and counsel the school board on all educational matters and to make suggestions or develop solutions for actions that need to be taken.

Similarly, the school superintendent must offer to the school board for consideration policies that are in the best interests of the school district and are designed to make the district run smoothly. According to statute 1001.49 (2013), section 4, the superintendent's role in recommending and executing rules is as follows:

"<to> prepare and organize by subjects and submit to the district school board for adoption such rules to supplement those adopted by the State Board of Education as, in the district school superintendent's opinion, will contribute to the efficient operation of any aspect of education in the district. When rules have been adopted, the district school superintendent shall see that they are executed."

The superintendent is also responsible for ensuring that the minimum standards set by the school board and the State Department of Education are met, and if they are not, s/he is responsible for making suggests on how to meet those minimum standards. Finally, the school superintendent must perform the

duties established by the district school board and the State Department of Education.

Florida statute 1001.50 (2013) is entitled "Superintendents employed under Article IX of the State Constitution;" the statute established the laws regarding school superintendents who are appointed, rather than elected. Statute 1001.50 (2013) opens by stating:

"In every district authorized to employ a district school superintendent under Art. IX of the State Constitution, the district school superintendent shall be the executive officer of the district school board and shall not be subject to the provisions of law, either general or special, relating to tenure of employment or contracts of other school personnel. The district school superintendent's duties in relation to the district school system shall be provided by the law and rules of the State Board of Education."

In essence, an appointed district school superintendent is governed by the same rules and regulations as an elected superintendent. It should be noted that this statute modifies the rules for district school superintendents' employment when it states that they are not subject to the same rules and laws that are extended to other school personnel. It is that section

of legislation that eliminates the due process given to teachers and allows a school board to terminate a superintendent's employment without cause.

Section 2 of Florida statute 1001.50 (2013) addresses the employment contract between the appointed school superintendent and the district school board. The district school board is required, by law, to have a written employment contract with the appointed school superintendent that outlines the terms, conditions, and rules of the superintendent's employment. Section two allows school districts to include terms regarding severance pay, which must fall under the provisions of Florida statute 215.425 (2013).

Florida statute 215.425 (2013) is a very specific piece of legislation dealing with the issue of severance pay for state employees. Statute 215.452 (2013) defines severance pay as "the actual or constructive compensation, including salary, benefits, or perquisites, for employment services yet to be rendered which is provided to an employee who has recently been or is about to be terminated." Exempt from the definition is any earned sick leave, annual leave, or administrative leave. Statute 215.425 (2013) also denies severance in the case of termination of employment with cause. Finally, statute 215.425 (2013) limits

the dollar amount of a severance payment to a maximum of twenty weeks of salary.

Section three of Florida statute 1001.50 (2013) addresses the issue of salary for an appointed superintendent. While the statute does not specify or cap what a school board can pay an appointed superintendent, language is included stating that the wages should be reasonable. The school board is encouraged to consider a number of different factors in determining the salary for an appointed district school superintendent. Those factors include: the population of the district; the rate and type of population growth; the number of students in the district; the differing needs of the student population; the geographical size of the district; the number of schools in the district, and the background of the candidate, including education and professional experience. Under section 4 of Florida statute 1001.50 (2013), appointed superintendents may participate in the State Department of Education's superintendent training program and receive certification, but it is at the discretion of the district school board how much of a bonus they will pay the appointed district school superintendent upon completion of the certification. The legislation does limit the amount of state funds that may be used to pay an appointed school

superintendent's salary or other bonuses to \$225,000; this does not include health insurance or retirement benefits.

Florida statute 1001.51 (2013) outlines the duties and responsibilities of district school superintendents. The statute begins:

"The district school superintendent shall exercise all powers and perform all duties listed below and elsewhere in the law, provided that, in so doing, he or she shall advise and counsel with the district school board. The district school superintendent shall perform all tasks necessary to make sound recommendations, nominations, proposals, and reports required by law to be acted upon by the district school board. All such recommendations, nominations, proposals, and reports by the district school superintendent shall be either recorded in the minutes or shall be made in writing, presumed that, in the absence of the record required in this section, the recommendations, nominations, and proposals required of the district school superintendent were not contrary to the actions taken by the district school board in such matters" (Florida Stat. Ann. 1001.51, 2013).

The piece of legislation essentially established the district school superintendent as the district school board's CEO.

The first set of tasks that the school superintendent is responsible for centers around the district's board of education. First, the superintendent must assist in the organization of the school board, which includes presiding over school board meetings, providing written reports of school board meetings to the State Department of Education, updating the Department of Education on the school board's scheduled meetings, and maintaining records of the school district's officials, including their names and addresses. The superintendent is also responsible for maintaining school board records, including board minutes, official actions and proceedings of the school board, and maintaining records of school board holdings, including properties and liquidations. As the district school superintendent is responsible for records of property holdings, s/he is also custodian of the school property and oversees the expansion of schools or renovations (Florida Stat. Ann. 1001.51, 2013).

The next set of school superintendent responsibilities falls under the management and implementation of educational programs. The superintendent is responsible to:

"...supervise the assembling of data and sponsor studies and surveys essential to the development of a planned school program for the entire district and prepare and recommend such programs to the district school board as the basis for operating the district school system" (Florida Stat. Ann. 1001.51, 2013).

Similarly, the school superintendent is expected to recommend plans for improving, providing, distributing, caring for, and accounting for the district's textbooks and instructional materials. The superintendent is also responsible for establishing the operations and services of schools, including classes and student services, to ensure the educational needs of all students in the school district are being served, which includes the transportation of students (Florida Stat. Ann. 1001.51, 2013).

Florida statute 1001.51 (2013) covers the responsibilities of the superintendent with regard to financial matters extensively in section 11, subsections A through N. Subsection A requires that the superintendent plan a budget for a 180 day school year, or the hourly equivalent, and propose a budget to the school board that includes a report on the dollar amount needed over what State funding will provide. Coupled with subsection A, subsection B requires the school superintendent to

prepare an annual budget that must be presented to the school board and voted on before the State Board of Education's required date.

Along with the responsibility for fiscal planning, the school superintendent is also responsible for raising and accounting for school funds. Subsection C of statute 1001.51 (2013) makes the superintendent responsible for recommendations to the school board with respect to tax levies, based on a number of factors, including the amount of money needed to maintain the district's programs, changes in state funding levels, and ensuring payment on interest of district bonds. When appropriate, the superintendent may also recommend that the school board borrow money (Florida Stat. Ann. 1001.51, 2013). Financial records and accounting are also in the purview of the school superintendent; however, s/he may choose a third party to provide accounting services (Florida Stat. Ann. 1001.51, 2013). Similarly, the superintendent is responsible for payrolls and accounts, such that s/he will:

“...maintain accurate and current statements of accounts due to be paid by the district school board; certify these statements as correct; liquidate district school board obligations in accordance with the official budget and rules of the district school board; and

prepare periodic reports as required by rules of the State Board of Education, showing receipts, balances, and disbursements to date, and file copies of such periodic reports with the Department of Education" (Florida Stat. Ann. 1001.51,2013).

The school superintendent is also responsible for recommending bonds for district employees to provide to safeguard district resources (Florida Stat. Ann. 1001.51, 2013). The superintendent must also review service contracts from third-party vendors and make recommendations to the school board for selection based on the best possible contracts for materials, supplies, and services (Florida Stat. Ann. 1001.51, 2013). The superintendent must also:

"...recommend policies to the district school board that will provide for the investment or deposit of school funds not needed for immediate expenditures which shall earn the maximum possible yield under the circumstances on such investments or deposits. The district school superintendent shall cause to be invested at all times all school moneys not immediately needed for expenditures pursuant to the policies of the district school board" (Florida Stat. Ann. 1001.51, 2013).

In addition to protecting the fiscal revenue, the superintendent is responsible for protecting against the loss of or damage to school property by recommending policies and procedures to protect the district (Florida Stat. Ann. 1001.51, 2013).

Contract Law

This section of the literature review will focus on contract law. The first section will provide a brief history of the development of modern contract law; the second section will provide a background on contract law, with reference to specific Florida contract laws. It is the goal of this section to familiarize the reader with basic contract law.

A contract is a promise made enforceable by law. The development and need for contracts runs parallel to the development of trade (Mehren, 2013). Before contracts became common law, promises were enforced through familial obligations and religious enterprise. Before the development of complex business transactions, dealings were simple and completed immediately upon the exchange of goods; thus, there was no need for a contract (Mehren, 2013). As trade evolved, business transactions shifted and elements of deals were not completed immediately, so promises had to be made; the need for the

promise of future completion of a deal led to the development of contracts as common law.

The first system for the enforcement of contracts was established in Europe in the form of a Merchant's court (Mehren, 2013). Essentially, a group of merchants would gather and pass judgment on promises that had been broken and what the remedy would be for such broken promises. Merchants first developed this system as a way of dealing with one another and to ensure fair business practices (Mehren, 2013). The Merchant courts of the 12th and 13th centuries marked the beginning of formal contract law.

During the 13th century, contract enforcement developed further and was incorporated in the English Common Law. Initially, contracts were dealt with through the actions of debt or covenant. A debt was an action, equal to filing a lawsuit today, that an individual could take to collect what was owed to him because of harm done by another (Mehren, 2013). A covenant is similar, except that it deals with the damages associated with a broken promise. The use of covenant became more common in the later 13th century (Mehren, 2013). As the action of covenant became more popular, judges began to require proof of the contract (Mehren, 2013). The Statute of Frauds was established

as the need for written proof of certain types of contracts increased.

It was not until 1677 that the need for written contracts was addressed officially in English Common Law. The Statute of Frauds was established and added during a Parliamentary session to ensure that nonexistent contracts were not being enforced by the court (Phelps & Lehman, 2005). Initially, the Statute of Frauds applied only to specific documents, such as wills, and required that contracts had to be signed to be enforceable (Phelps & Lehman, 2005).

In its simplest form, a contract is a promise; however, in reality, contracts are much more complex. There are three main components in contract law: offer, consideration, and acceptance. An offer "is a manifestation of willingness to enter into a bargain, which justifies another person in understanding his or her assent to that bargain is invited and will conclude the transaction" (Frey & Frey, 2001, pg. 4). In the offer phase of contracting, the offeror is the individual making the offer and the offeree is the person receiving the offer. In the case of a district superintendent's employment contract, the offeror is the district school board, while the offeree is the potential superintendent. The offer is the first stage in establishing a contract and the only obligation is that of the offeree to

consider the offer. The terms and conditions in a contract are called considerations. Considerations can take the form of promises, goods, services, money, or a certain act (Florida Bar).

The second phase of the contract process is acceptance. Acceptance is the "offeree's manifestation of assent to the terms of the offer" (Frey & Frey, 2001, pg. 5). With the example of the district superintendent's employment contract, the offeree (potential district school superintendent) would accept the terms and conditions of employment established by the offeror (district school board). There are a number of factors that come into play during the acceptance phase. First, the offer must be accepted within a specified time frame, and if one is not provided, the offer must be accepted within a reasonable time frame (Frey & Frey, 2001). It is also possible that the offeree may reject the offer completely or may require changes or amendments to the contract before acceptance. Conversely, the offeror may withdraw the offer before the offeree accepts (Frey & Frey, 2001). A contract is not considered final until there is a mutuality of obligation, but once the mutuality of obligations is met through both parties' agreement, then the contract becomes legally binding (Kraut & McMahon, 1977). When both parties have agreed to the terms and conditions of the contract

they have reached a "meeting of the minds" (Kraut & McMahon, 1977).

Negotiations during the formation of a contract are common. For a contract to be legally enforceable, both parties must agree to the same terms and conditions at the same time (Kraut & McMahon, 1977). For example, if a school board proposes a contract with a term that allows dismissal without cause and the potential superintendent wants to add that the entire school board must vote in favor of the termination, both parties have to agree to the newly-proposed contract terms for the contract to become formal and binding.

"Where it appears that the parties are continuing to negotiate as to essential terms of an agreement, there can be no meeting of the minds as required for the formation of a contract. In order to be final, the agreement must extend to all the terms that the parties intend to introduce. While any essential matters are left open for further consideration, the contract is thus not complete" (Kraut & McMahon, 1977, pg. 214).

However, when a written contract is entered into, it is presumed that all negotiations have been completed and included in the written contract (Kraut & McMahon, 1977). There are a

number of instances in which a party is denied the right to form a contract. The first is age. An individual must be of the age of majority to enter into an enforceable contract. The second reason an individual would not be able to enter into an enforceable contract is due to physical infirmities. However, a contract does not become unenforceable simply because of lesser mental capacity of one party over another (Kraut & McMahon, 1977). A contract also becomes unenforceable if one party has undue influence over the other, or the agreement is entered into under duress (Kraut & McMahon, 1977).

Often, contracts have to be in writing to be considered legal. Florida has specific laws regarding which contracts must be in writing. Outside those specified contracts, verbal contracts are enforceable, if they meet the requirements in the state of Florida ("Legal and Binding", 2010). The Florida Bar Association indicates that "written contracts are almost always preferable to verbal contracts because a written document can eliminate disputes about the terms and conditions of the agreement" ("Legal and Binding", 2010). Ambiguous language or terms that are vague, indefinite, uncertain, and incomplete are a major issue in written contracts. If a contract contains vague language and it has met the criteria of offer, acceptance, and consideration, then neither party can go back and revise the

contract (Kraut & McMahon, 1977), or the entire contract may be unenforceable. Verb tense is also important in a written contract, because a contract written with a procedure worded in the present tense is not enforceable (Kraut & McMahon, 1977).

Enforceability of a contract is an important concept in contract law. As discussed earlier, there must be a mutual obligation in a contract for it to be considered legally binding, or enforceable.

There is a variety of different types of contracts, such as unilateral and bilateral contracts. In a unilateral contract, only one party makes a promise; these are used rarely (Kraut & McMahon, 1977). The most common form of contract, and the one most relevant to this study, is the bilateral contract. A bilateral contract is "founded upon mutual promises to do something in the future, in which the consideration of the one party is the promise on the part of the other, each party being both a promisor and a promisee" (Kraut & McMahon, 1977, pg. 197). An example of a bilateral contract is the district school superintendent's employment contract, because there are two promises, that of the potential school superintendent and that of the school board, and each is making a promise to the other. The school district promises the school superintendent that it will pay him/her as long as s/he performs the duties and

obligations outlined in the employment contract, while the potential superintendent promises to perform the job as described in the employment contract in exchange for the promised salary and benefits.

When a contract is broken, or "breached," the breaching party can be open to sanctions by the civil court system. In the case of a broken contract, the party that is wronged retains the right to sue the breaching party in civil court ("Legal and Binding", 2010). In Florida, a wronged party has five years to bring suit against an individual who is in breach of a written contract. The punishment for the breach may include having to complete the items outlined in the contract or having to pay a monetary sum to cover the loss caused by the breach ("Legal and Binding", 2010). The decision the court reaches is called a judgment.

Superintendent's Employment Terms and Conditions

"Most people agree that it is unlikely that quality education will occur in a school district unless there is quality leadership. There is one person held responsible for that: the Superintendent of Schools" (Venn, 1973, pg. 1). This section will explore the literature and related materials on suggested provisions in a district school superintendent's

employment contract. The American Association of School Administrators felt so strongly about the need for a well-written employment contract for school superintendent that they prepared a sample contract. The AASA consulted with experts and took eighteen months in total to complete the sample contract. As the terms and conditions are discussed, excerpts from the ASSA's recommended district school superintendent contract will be provided to serve as examples of what may be seen in a well-written employment contract. There is no single contract that will meet the needs of every situation, but experts agree that there are a number of general terms and conditions that should be included (Venn, 1973).

The employment contract between a school board and superintendent should begin with a preamble. The preamble is the introductory section of the contract and should explain the reasons why the contract with the superintendent is beneficial for the people of the school district ("The Superintendent's Contract", 1979). A sample preamble provided by the AASA states:

"WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and, WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they

fulfill their governance and administrative functions in the operation of the education program of the schools" ("The Superintendent's Contract", 1979, pg. 30).

The superintendent contract acts as the key factor that will define an effective working relationship between the superintendent and school board (Venn, 1973). The development of a superintendent's contract is beneficial to both parties. Through the establishment of a contract with a superintendent, the school board gains the opportunity to:

"...communicate its expectations, assure stability in the top leadership of the district, express publicly the importance of the superintendency, guarantee responsibility for maintaining quality control over its policies and programs, establish a procedure for attaining expected standards or performance, provide for regular opportunities to evaluate and refine its policies and procedures, identify and eliminate areas of misunderstanding (can be accomplished during the development of a contract, <and> establish or enhance an image for the district" (Schaible, 1981, pg. 4). There are a number of benefits for the school board in

addition to simply setting the terms of employment for the superintendent. The school board is not the only entity that gains from the formation of the contract; the superintendent also gains a number of benefits:

"For the superintendent, the contract offers an opportunity to: agree upon methods for resolving future conflicts, secure sufficient time to institute his or her programs, secure [an] evaluative statement on a regular basis as a guide for improvement, secure protection from arbitrary or capricious actions by the board, be assured of personal compensation for a stipulated period of time, be assured of an orderly

method for resolving differences, be recognized by the administrative leaders of the district's schools, establish the nature and scope of the board's expectations, set forth his/her expectations for the board, <and> secure continuity of position or orderly nonrenewal procedures" (Schaible, 1981, pg. 5).

Salary is perhaps the most commonly agreed on item that should be included in a superintendent's contract. According to Sneed (2012), the base salary should be the former superintendent's base salary and the regional and state averages. Salary increases should be contracted based on district performance, increases in the cost of living, or any raises guaranteed through collective bargaining. Sneed (2012) stated that including terms for salary increases reduces the need for renegotiation of the employment contract. Schaible (1981) added that the salary should be specified both in writing and in figures, and that payment should be divided equally over twelve monthly installments.

The length of a contract is a common condition found in employment contracts. One study indicated that ninety-eight percent of respondents had a term outlining the number of years for which the contract was valid. The average period for a contract in that study was three or four years for the majority of the respondents (Smith, 2001). Grahl (1976) further stated that the employment contract should be specified for service of one year. Sneed (2012) offered a slightly divergent opinion in

stating that the superintendent's contract should be for at least five years, with automatic renewal after the first year, because stability is key to the success of school district leadership.

The ASAA suggests the following terms with regard to contract renewal and time period:

"If DISTRICT does not notify SUPERINTENDENT in writing before (agreed upon date) that this Employment Contract will not be renewed, it shall be deemed that DISTRICT has renewed this Employment contract for one (1) year extending from the termination date set forth in paragraph 1, above. SUPERINTENDENT shall, by certified mail to each member, remind the BOARD of the existence of this automatic renewal clause. Such notice shall be sent two months prior to the Board meeting where renewal or non-renewal is to be considered. Failure to mail required notice shall invalidate the automatic renewal clause." ("The Superintendent's Contract", 1979, 1979, pg. 34)

A superintendent's contract should also have terms and conditions specifying the obligations of the superintendent as a full-time position. Venn (1973) suggested including verbiage about devoting time, skills, and labor solely to duties and obligations of the superintendency and that additional outside activities must be approved by the board. Schaible (1981) suggested that the language in this section of the contract should be as brief as possible, because it can become problematic if entered into litigation. The AASA suggests the following:

"SUPERINTENDENT shall devote his (her) time, attention and energy to the business of the school district. However, he (she) may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his (her) discretion. Such activities which require the superintendent to be absent from the school district for more than (specified number of days) full working days shall be reported to the BOARD for approval. SUPERINTENDENT may at his (her) option, and with the approval of the Board of Education, continue to draw a salary while engaged in outside activity as described above. In such cases, honoraria paid SUPERINTENDENT in connection with these activities should be transferred to the DISTRICT. If SUPERINTENDENT chooses to use vacation leave to perform outside activities, he (she) shall retain any honoraria paid. In no case will DISTRICT be responsible for any expenses attendant to performance of such outside activities" ("The Superintendent's Contract", 1979, pg. 32).

A section of the contract should be devoted to the duties and responsibilities of the superintendent. This section should name the superintendent as CEO of the school district and task him/her with the overall responsibilities for administration, education, operational, and financial matters (Sneed, 2012).

The AASA provides the following verbiage:

"SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. He (she) shall be the chief executive officer of the Board and shall direct and assign teachers and other employees of the schools under his (her) supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT, subject to the approval of the Board; shall select all personnel, subject to the approval of the Board; shall from time to time suggest

regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups" ("The Superintendent's Contract", 1979, pg. 31).

Paid vacation time is also an item commonly found in employment contracts. A 1970 study indicated that ninety-eight percent of respondents were given 3-4 weeks of paid vacation per year. Some contracts contain language providing vacation leave as the position permits, which is problematic due to the hectic schedule of a school superintendent ("Fringe Benefits", 1970). Grahl (1976) suggested that a superintendent's contract should specify that vacation time is not a benefit, but a requirement. Grahl justified his position, stating: "These jobs are far too demanding on any individual and I believe it should be compulsory for a Superintendent to take a vacation" (pg. 3). While Grahl advocated the use of vacation time, he also noted that a stipulation should be included that vacation time must be approved by the school board.

Another suggested provision in a superintendent's employment contract is for within-district transportation. These

provisions provide a monetary amount to pay for transportation, as required for the execution of duties ("Fringe Benefits", 1970). There are a number of ways in which the district can provide the transportation needs of a superintendent. The district can lease a car, provide a car from its fleet, provide a system-employed driver, or reimburse for mileage on a personal vehicle ("Fringe Benefits", 1970). One study indicated that over ninety-three percent of respondents received consideration for within-district transportation; however, only 25.8 percent had specifications in their contracts ("Fringe Benefits", 1970). The AASA suggests wording such as the following:

"In light of the unique nature of the professional duties of the Superintendent of schools, DISTRICT shall provide SUPERINTENDENT with an automobile for his (her) business use. The automobile shall be fully maintained by DISTRICT, including, but not limited to, keeping the automobile in safe, usable condition, and providing for all expenses incidental to automobile usage" ("The Superintendent's Contract", 1979, pg. 43).

Leaves of absence (outside of paid vacation) can be provided in a number of different ways. Sabbatical leave, professional growth leave, leave for consultation work, leave for civic duties, and personal business leave are among the different varieties of leave that can be included in a superintendent's employment contract ("Fringe Benefits", 1970).

Group insurance coverage is also a provision commonly found in superintendent employment contracts. Group insurance coverage can include medical, life, travel, disability, and professional liability insurance ("Fringe Benefits", 1970). Contracts should include coverage by sickness and accident insurance, which would cover a superintendent beyond the negotiated number of sick days. This extended insurance acts as a way to protect a superintendent's salary in the case of injury or illness (Grahl, 1976). Sneed (2012) suggested that a superintendent should request that the school board pay all insurance premiums, as well as make contributions for both the employee and employer to the state retirement system.

The issue of retirement is a concern for most people. Retirement income can be included in an employment contract in the form of social security, tax sheltered annuity, and state or local retirement systems ("Fringe Benefits", 1970).

Conditions found in the superintendent's contract should not only outline the obligations between school board and superintendent, but should also provide for continuing development of professional competencies (Venn, 1973). Professional obligation expenses can also be included in the superintendent's employment contract. These items can include dues to professional organizations and out-of-district

conference and organization expenses (Educational Research Services, 1970). Grahl (1976) explained that the district should pay for professional development as a way to maintain and expand the superintendent's professional knowledge.

Due to the significance of the superintendent, his/her health and wellbeing is important to the school board. As part of the superintendent's contract, a medical examination should be required annually to certify physical competency (Venn, 1973). The superintendent should be allowed to choose the doctor who conducts the exam and the school board should pay for the examination (Grahl, 1976). The AASA suggests the following terminology:

"A complete medical examination of the SUPERINTENDENT not less than once every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to SUPERINTENDENT. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his (her) duties and such report shall be confidential" ("The Superintendent's Contract", 1979, pg. 35).

Deferred compensation is yet another option to be included in a superintendent's contract. Deferred compensation is an agreement to pay a portion of money for services rendered at a later date. Often, deferred compensation is paid upon retirement or disability, and the repayment period can range from a specified period or for life, with benefits transferring to a

survivor at the time of death (Grahl, 1976). Deferred compensation is beneficial to a superintendent because the income is not taxable until retirement, which may place the superintendent in a lower tax bracket (Grahl, 1976). Deferred compensation is also an advantage to a superintendent who has moved from another state and been unable to invest in a state retirement plan (Sneed, 2012).

With the number of lawsuits brought against schools and superintendents, the inclusion of malpractice insurance in a superintendent's contract should be considered. This expense should be paid for by the school board and should have coverage of at least one million dollars (Grahl, 1976).

While many items in a superintendent's contract benefit the superintendent, there are some items that should be included to protect the school board and its ability to function. One such clause is the ability to remove the superintendent from his/her position if s/he is no longer able to perform the tasks required due to injury or illness (Grahl, 1976).

There are a number of different opinions on how the issue of termination or potential termination of a superintendent should be handled. Grahl stated: "The only valid causes for termination of a superintendent's contract shall be immorality, incompetency, persistent negligence, mental derangement,

cruelty, and the participation in un-American or subversive doctrines" (Grahl, 1976, pg. 6). Sneed (2012) supported language that allows the superintendent to self-terminate, the board and superintendent to mutually terminate, and for the board to unilaterally terminate the superintendent. However, Sneed (2012) felt that the school board should pay one year of severance in the event of unilateral termination without cause. Dutton (2004) indicated that the wording of the termination clause is extremely important and should serve both the school board and superintendent as well as possible.

A school district also has the option to include a clause for liquidated damages in the event of the termination of a contract, which would protect the school district in the case of a superintendent's decision to terminate their contract. Liquidated damages essentially allow for the contract to be terminated by the decision of the superintendent, but the superintendent is required to pay a fine (Dutton, 2004). Dutton (2004) supported the use of liquidated damages, but stated that the fine should be limited to the cost of finding a replacement superintendent.

The working relationship between a school board and superintendent is vital to the success of the school district and should be addressed in the superintendent's contract.

Language should include a provision that stipulates that the school board should bring any complaints, criticisms, and suggestions to the attention of the superintendent for investigation. The contract should state that any meeting of the school board should require the presence of the superintendent. Finally, a clause requiring a meeting of the school board and superintendent soon after hiring should be included to establish processes of communication and to review those processes as needed (Sneed, 2012).

A section of the superintendent's contract should also be devoted to the goals of the school district. These should be the cooperative goals of both the superintendent and the board (Schaible, 1981). Establishment of mutually agreed-upon goals will also provide a basis for evaluation of the superintendent (Schaible, 1981).

Due to the increasing need for accountability in education, a section of the superintendent's contract should address his/her evaluation. As indicated before, if goals and objectives are agreed upon by both the school board and superintendent, they can serve as the basis for evaluation. Schaible (1981) pointed out that there are a number of areas in which a superintendent can be evaluated, including "board-superintendent relationship, community relations, staff and personnel

relations, education programs, business and financial matters, and professional and leadership development" (Schaible, 1981, pg. 9). Evaluations can take a number of forms, from simple checklists to more exhaustive narratives, but should always be performed in writing (Schaible, 1981).

Litigation and the effects of superintendent termination and buyout

This section will focus on current issues with respect to a school superintendent's contract. The first section will address two examples of litigation brought by former district school superintendents after being terminated by the school board. These cases highlight the typical litigation surrounding the issue of superintendent termination. Following the sample cases is a brief discussion of the state of litigation in superintendent termination cases. This section ends with a review of a study that focused on the effects on the stakeholders other than the superintendent in the aftermath of the termination and buyout of a school superintendent's contract.

The ability to buyout a school superintendent's contract goes hand-in-hand with the ability to terminate a district school superintendent without cause. Both of those options can

be written into an appointed superintendent's contract. That was a lesson learned in 2008 in Lake County. The Lake County district superintendent expressed to a school board member an interest in being bought out of her position. It was reported that the working relationship between the school board and superintendent was strained, and that the board wanted the opportunity for the superintendent's replacement to begin working earlier if possible. The school board member then presented the idea to the whole school board, which strongly supported the measure, only to find out that because Lake County has an elected district school superintendent, there was no option of a buyout. The only option to remove an elected district superintendent from office is through the "three Rs: resignation, retirement, or removal from office (Caldwell, 2008, June 28).

The issue of termination, either with or without cause, is one that is current in the State of Florida. In May of 2014, the School Board of Manatee County took steps to update the termination section in the superintendent's contract. First, they added a clause allowing for termination without cause so long as the school board voted unanimously upon the issue. The board must also provide thirty days' notice to the superintendent if they choose to terminate without cause. The

board also updated the termination with cause section to include the requirement that there must be a majority vote by the district school board in order to terminate with cause (Delaney, 2014 May 28).

If a school superintendent is terminated, s/he reserves the right to sue in civil court. There are a number of cases nationwide in which lawsuits have been brought against school boards for termination of a school superintendent. These cases can be used to argue legal precedent. The first example is a case from Pennsylvania. H. Poteat was assigned to the role of superintendent for Harrisburg. Shortly after starting in the position, Poteat began to have issues with three of the school board members. After a number of conflicts, including a potential grade inflation scandal and countless recommendations to the school board that were ignored, the school board voted to terminate Poteat's employment and paid him a lump sum, as outlined in his employment contract. Poteat sued, stating that his constitutional right to due process was ignored because he was not made aware of the board's intentions to terminate his contract. Poteat also made other claims in his suit, such as defamation and deprivation of liberty because the school board ruined his reputation and his ability to secure future employment.

A second case comes from Jackson County, Oregon. In 1984, School District No. 5 hired Raymond Adams to serve as district school superintendent under a three-year contract. One year later, the local education association notified the district school board that they no longer felt that Adams was good for the school district and that they had lost confidence in his abilities. Shortly thereafter, the district school board gave Adams a negative job evaluation, voted not to renew his contract, and took a tentative vote to terminate his employment, with a favorable outcome. Adams requested a hearing with specific charges against him and an independent hearing officer. The school board indeed held a hearing, but did not provide charges or an independent officer. At the conclusion of the hearing, the board voted and terminated Adam's employment as superintendent. After attempting unsuccessfully to obtain positions in five other counties, Adams filed a civil suit stating that the school board denied his right to procedural due process because the board had terminated him before the hearing and that the school board had failed to specify charges against him.

In both cases, the claims were rejected in federal court. In Poteat's case, the court ruled in favor of the school board, stating that:

"(1) the Pennsylvania School Code excluded superintendents under the definition of a 'professional employee' and thus, his contract was terminable without a hearing and specific reason for the termination; (2) the terms of the employment agreement allowed the board to dissolve it at any time, so long as Poteat received a lump-sum amount, without regard to evaluation or any other provision of his contract; and (3) the requisite stigmatization was lacking, because the statements in the report would not 'seriously damage Poteat's standing and associations in the community' and 'the mere possibility that his future employment may be affected by the board's comments is not enough'" (Cox & Zirkel, 2009).

The findings in Adam's case were similar, with the court supporting the school district, stating:

"(1) the pre-termination hearing satisfied due process requirements by allowing Adams to present his side of the story prior to the board's vote to terminate his employment; (2) the board's evaluations of Adam's performance provided sufficient detail to give notice to him of the charges; (3) because a 'school board acts with the presumption of honesty and integrity,' it had the right, in absence of any statutory or contractual requirement to the contrary, to conduct the termination hearing in the absence of an independent hearing officer, without recording the hearing, and without preparing findings of fact" (Cox & Zirkel, 2009).

While only two specific cases are presented here, the number of court cases involving district school superintendent termination is on the rise. One study found that there was a four hundred percent increase in litigation with respect to school superintendents since the 1970s, with the biggest jump occurring during the last twenty years (Cox & Zirkel, 2009). The study found eighty-nine published court decisions on the subject

of termination of a district school superintendent and surmised that there was a much larger number of incidents that were settled or dropped before an official judicial decision was reached Cox & Zirkel, 2009). Overall, the study found:

“The general outcomes revealed that the decisions overwhelmingly favored school districts. On a total basis, school districts conclusively won decisions more than twice as often as superintendents did. Superintendents fared better in state courts than in federal courts, but the ratio of conclusive decisions was still 1.7 in favor of school districts” (Cox & Zirkel, 2009).

In those cases in which district school superintendents won, it was usually based on a failure to follow state policies for dismissal, rather than on breach of contract, or the federal or state constitution. The final suggestion of the study was:

“Superintendents can improve their odds of success at the outset by negotiating a well-crafted employment contract. A multiyear agreement providing that the board pays in the event the superintendent is fired before the contract expires offers some protections. Likewise, specific provisions concerning concrete performance goals and evaluations procedures as well as detailed grounds and process for termination afford added security” (Cox & Zirkel, 2009).

The effects of a school superintendent buyout extend beyond the terminated superintendent and the school board. It can affect school finance, school culture, community relations and even student achievement. Ray and Marshall (2005) published an article focused on the aftermath of superintendent buyouts. The study included five school districts that had a superintendent

buyout and termination that affected the school districts' base budgets. The study examined the influences on budget, staff morale, student achievement, and community support.

The authors reported a negative financial effect on all school districts in the study. The effects were not limited to the year of the termination and buyout, but were also felt during the preceding year. One school district went from a reserve of approximately 56 million dollars to just under 3 million dollars in a single year (Ray & Marshall, 2005). The study stated:

"...questions revealed that money could have been spent to enhance current educational programs, add staff to reduce student/teacher ratio, or increase the reserve fund balance for the district instead of buying out the previous superintendent's contract. Maintenance and Operation tax rates could have remained the same or even been reduced if the buyout had not occurred" (Ray & Marshall, 2005, pg. 3).

Clearly, the financial effects of buying out a superintendent's contract have further ramifications than just the dollar amount needed to buyout the contract. Ray and Marshall (2005) used a survey to examine the influence on staff morale before, during, and after the termination and buyout of the school superintendent. In four of the five districts, staff morale was very low before the termination and buyout and continued to remain low during the termination process; however, after the new superintendent took over, staff morale improved.

Staff morale in the 5th school district was not low due because of the superintendent, but decreased during the termination because staff felt he was being treated unfairly. However, as in the other districts, morale improved after a new superintendent was appointed (Ray & Marshall, 2005). A district school superintendent can have a negative influence on staff morale, as shown in the study, and that can be alleviated by replacement of the superintendent.

The effects on student achievement after a school superintendent's termination and buyout were difficult to ascertain in the study. The state rating system was undergoing changes during the study, and was not the most accurate measure of student achievement. However, only one district decreased in its overall district score during the time of the superintendent's buyout and termination (Ray & Marshall, 2005). Interviews indicated that in all five districts, student success could have been enhanced if the money lost due to the superintendent's buyout had been applied to academic programs.

The final aspect of the effect of school superintendent buyout investigated by Ray and Marshall (2005) was the effect on community relations. The study found that in all five districts, parents and community members supported the removal of the superintendent during and after the process. During the

termination process, community members felt that the money could have been better spent on academic programs rather than the buyout; however, after the fact, the community was more supportive of using the money to remove the former school superintendent.

The findings of Ray and Marshall's (2005) study were consistent with those in other research. There is a clear negative financial effect on a school district that buys out a school superintendent's contract. Despite the negative financial outcome, however, student achievement, community relations, and employee morale all increased once the buyout was complete and a new superintendent was appointed.

Chapter 2 contained a literature review related to district school superintendents. The first section focused on the history of the role of school superintendent and how the role evolved over time. The second section contained information about contract law and its historical background. The third section explored the literature with respect to suggested terms and conditions that should be found in a school superintendent's employment contract. Finally the fourth section reviewed the current issues of litigation and the effects of the termination and buyout of a school superintendent's employment contract.

CHAPTER 3: METHODOLOGY

Introduction

To date, there is limited information on the terms and conditions in the contracts of district school superintendents. Florida school superintendents can be either appointed or elected. Elected school superintendents have a uniform contract established by the state. Appointed school superintendent contracts are developed independently by each school district, making each contract different. This study will analyze the terms and conditions found in Florida appointed superintendent contracts in order to provide a better understanding of those terms and conditions.

Research Questions

Research Question 1: What are the terms and conditions found in the employment contracts of Florida appointed school district superintendents and the rate of occurrence?

Research Question 2: What are the terms and conditions for termination without cause for Florida appointed district school superintendents?

Research Question 3: What, if any, is the correlation between district size and appointed school district superintendent salary?

H₀₁. There is no relationship between the number of students enrolled in a small school district and the appointed superintendent's salary.

H₀₂. There is no relationship between the number of students enrolled in a medium school district and the appointed superintendent's salary.

H₀₁. There is no relationship between the number of students enrolled in a large school district and the appointed superintendent's salary.

Research Question 4: How do the provisions of appointed Florida school district superintendents align with expert suggestions of specific terms and conditions that should be in a superintendent's contract?

Selection of Participants

The population for this study was appointed district school superintendents in the state of Florida. According to the Florida Department of Education, there is a total of sixty-seven public school districts in the state of Florida. Each of these school districts has a district superintendent, and twenty-six of the positions are appointed. The study will focus on the current twenty-six district school superintendents who are appointed in the state of Florida. The following is a list of

the districts that have appointed superintendents: Alachua, Brevard, Broward, Charlotte, Collier, Dade, Duval, Flagler, Hernando, Hillsborough, Indian River, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pinellas, Polk, St. Johns, St. Lucie, Sarasota, Seminole, and Volusia.

This study focused on appointed Florida district school superintendents because of the unique nature of their contracts. With Florida's dual selection process for superintendents, there are two systems for the development of contracts. For an elected Florida school superintendent, the terms and conditions of the contract are established by the state and are the same for each county with an elected district school superintendent. Florida school districts with an appointed superintendent are allowed to establish individual contracts, and thus these have different terms and conditions to evaluate.

Instrumentation

There was no third-party or researcher-created instrument used in this study.

Data Collection

Data were collected from the twenty-six contracts of Florida appointed school superintendents. The contracts were

requested under Florida Statute 286.011, which requires the release of government documents to the public upon request, as long as the request is not exceedingly costly.

The Florida Department of Education maintains an online database of contact information for each school district at <http://www.fldoe.org/eias/flmove/supers.asp>. The Department of Education's database includes the following information for each of the Florida School Districts: name of superintendent; school district address; superintendent's phone and fax numbers; superintendent's email address, and the main contact number for the school district. The Department of Education also indicates the districts with an appointed superintendent with an asterisk (*) in the directory next to the county's name. I used the Department of Education's directory to contact each district with an appointed superintendent to request a copy of the current superintendent's contract.

The first step in data collection was an informal records request, and I used the contact information provided by the Department of Education to contact each district with an appointed superintendent. With the first contact, I was able to identify the person at the district level who would be able to fulfill the request for public records. According to the Florida

State Attorney's office, a records request made by phone is sufficient (State Attorney's Office).

If the informal records request was denied, I next made an official request in writing that was sent by traditional mail or fax. The Brechner Center for Freedom of Information provides a sample letter requesting public records under Florida laws that I tailored in order to make an official request, if necessary. The modified public records request letter is shown in Appendix A. A final request for public records can be made through the Governor's Office of Open Government. The Florida Governor's office maintains a website at <http://www.flgov.com/request-a-public-record-2/>, through which public records can be requested. At this site, I was able to provide contact information and a description of the employment contracts and the Florida Executive Office would attempt to provide the requested records as soon as possible. If the three previous requests for public records fail, I was able to search through online school district board documents to attempt to locate any missing contracts.

Data Analysis

The data collected from the Florida appointed district school superintendent contracts were entered into an excel

spreadsheet to create a chart showing which terms and conditions each district uses in their contracts. The chart contains the terms and conditions found in the contracts and indicates which school districts have included those terms and conditions. When provided, the chart also contains dollar amounts for items found in the contracts. The data in the chart were used to answer research questions 1 and 2. A similar chart was created for research question 4 with the terms and conditions suggested in articles reviewed for chapter 2.

Research question 3 was answered using IMB's SPSS (Statistical Package for the Social Sciences). School districts were divided by size into small, medium, and large sizes. Each set of data (school size and district superintendent salary) was then analyzed using SPSS to calculate a Pearson's Correlational score. Each score demonstrates the correlation between the school district size and superintendent's salary.

CHAPTER 4: FINDINGS

Introduction

Chapter 4 will provide the findings of this study. The focus of the study was to examine the terms and conditions found in appointed school district superintendents' contracts in the state of Florida. Research Question 1, will focus on what terms and conditions were found in the employment contracts and their frequencies. Research Question 2, will focus on the terms and conditions regarding termination without cause. Research Question 3, addresses the correlation between district enrollment size and superintendent salary. Finally, Research Question 4, will compare the findings of this study against suggested terms and conditions found in the literature review.

Research Question 1

What are the terms and conditions found in the employment contracts of Florida-appointed school district superintendents and their rate of occurrence?

Research question 1 focuses on the terms and conditions found in the employment contracts of Florida-appointed school districts and their rates of occurrence. This study found over 250

different terms and conditions in the employment contracts, and to organize them, research question 1 will be divided into sections of similar terms and conditions.

Each section contains charts detailing these terms and conditions and the number and percentage of contracts in which these terms and conditions appeared. The first section presents the general conditions listed in the employment contracts of the appointed school district superintendents.

General Terms and Conditions

This section focuses on the terms and conditions found under the heading of "general terms" in the employment contracts. Some terms and conditions were included in this section because they appeared with the same meaning in many different contracts.

Table 2 General Terms and Conditions (1)

Terms or Conditions	Number of Counties	Percentage (%)
Agreement preparation	8	30.77
Amendment	16	61.54
Assignment	12	46.15
Authority	3	11.54
Binding effect	6	23.08
Captions/Headings	12	46.15

In the employment contracts, 30.77% contained a term regarding agreement preparation that stated that each party had consulted with legal representation to ensure that their needs and interests were best addressed in the contract. Among all these contracts, 61.52% laid out the specific steps that must be taken to amend the contract.

In these contracts, the terms and conditions for assignment and authority were similar. In 12 contracts, the assignment stated the protocol for the transfer of rights from one party to another. Terms regarding authority were found in three contracts and implied that the parties signing the contract had the legal authority to authorize the terms and conditions in the employment agreement.

The binding effect was addressed in 23.08% of the contracts and meant that, once a contract was signed by both parties, it was legally binding. A number of contracts contained headings to help the readers and writer find the sections in the contracts. These headings, without having a legal effect on the document and terms, were nevertheless found in 46.15% of the employment contracts.

Table 3 General Terms and Conditions (2)

Terms or Conditions	Number of Counties	Percentage (%)
Entire agreement	17	65.38
Execution of agreement	1	3.85
Governing law	15	57.69
Legal compliance	6	23.08
No third parties	6	23.08

In the employment contracts, 65.38% contained a term stating that the signed copy of the contract was the entire agreement, meaning that any other items previously discussed, but not included, were not considered valid. Duval included an execution clause stating that the contract could not be changed, but copies of it could be signed at different times and the contract would still be considered executed. Among the counties, 23.08% indicated that no third parties would benefit from the employment contract beyond the school district and the superintendent.

Fifteen counties included a term stating that the contracts would follow the laws of the jurisdiction in which they were signed.

In terms of legal compliance, 23.08% of the employment contracts stated that they complied and, if the laws changed, that the affected terms and conditions would be changed to reflect these new laws, but the remainder of the contract would still be in effect.

Table 4 General Terms and Conditions (3)

Terms or Conditions	Number of Counties	Percentage (%)
Non-discrimination	4	15.38
Place of performance	3	11.54
Savings clause	4	15.38
Severability	18	69.23
Sovereign immunity	7	26.92

Although Florida has non-discrimination laws, four counties dealt with this issue by providing a non-discrimination condition in the employment contract. A term for "place of performance" appeared in three contracts that simply stated that the terms and conditions would be executed in the county in which the contract is signed. A savings clause, similar to a

legal compliance clause, states that if one or more terms or conditions in the contract is unenforceable, then the remainder of the contract is still valid and enforceable (found in 15.38%).

A severability clause is another way in which counties stated that, if one of the clauses in the contract was invalid or not legal, the remaining contract would still be valid. Severability clauses appeared in 69.23% of the employment contracts.

Sovereign immunity ensures that power or rights are not taken from one party or another. In the employment contracts, sovereign immunity protects the rights of the district school boards under Section 768.28 of Florida statutes.

Table 5 General Terms and Conditions (4)

Terms or Conditions	Number of Counties	Percentage (%)
Venue	6	23.08
Waiver	9	34.62
Written notice	14	53.85
Attorney's fees	3	11.54
Force majeure	4	15.38
Pronouns	1	3.85
State funding	2	7.69

Venue, as a contract term, implies that, in the event of legal action, it is the place of action in the county or jurisdiction in which the contract was signed. In the contracts under review, 23.08% had terms concerning venue. Another 34.62% of the contracts contained a waiver term that states that each contract provision is important individually, but if one aspect of the contract is not enforced by a party to that contract, then the remaining provisions are still in effect and the contract is still legally valid.

Among school boards, 53.85% included a provision regarding a written notice. Any notice pertaining to those contracts must be made in writing by the party of the contract and delivered to an address included in the contract. Three counties indicated that any fees incurred through the use of attorneys in the creation of these employment contracts would be the sole responsibility of the party employing the attorneys.

Force majeure is a condition that states that the superintendent is not expected to work during a natural or manmade disaster. On this issue, 15.38% of the employment contracts had terms referring to force majeure.

Only one contract had a section stating that the use of the pronoun to mean "the plural included the singular and, vice versa, and masculine, feminine and neuter pronouns shall each

include all genders” (Palm Beach, 2012, p. 11). Orange and Seminole Counties included a term that guaranteed the superintendents’ salary in the event of a cut in state funding.

Table 6 General Terms and Conditions (5)

Terms or Conditions	Number of Counties	Percentage (%)
Dispute resolution/mediation	5	19.23
Collective bargaining incapacity	1	3.85
Compliance to board policy	3	11.54
Survival	1	3.85
Waiver of jury trial	1	3.85
No nepotism policy	1	3.85

By county, 19.23% included a term that required any dispute resolution to be done through mediation, and one county went a step further by having the superintendent waive his or her rights to a trial by jury. Duval County specified that the position of superintendent was not a member of the collective bargaining group and was therefore unable to collectively bargain.

Three counties specified that the superintendent must not only follow Florida laws concerning the superintendency but he or she was also obligated to comply with school board policy.

Palm Beach was the only county to specifically state that any term that was meant to survive the termination of a contract should in fact survive in the event of termination of that contract. Only one county included a nepotism policy banning the superintendent from hiring family members or friends on behalf of the school board.

Leave

This section on research question 1 focuses on leave. Leave in the employment contracts ranged from vacation time to board-approved paid emergency leave. Also included were the conditions under which leave could be used and how unused leave time was addressed.

Table 7 Vacation Leave

Terms or Conditions	Number of Counties	Percentage (%)
Vacation	26	100.00
Specific number of days	17	65.38
Board may deny leave	1	3.85
Leave over a week needs board approval	1	3.85
Leave request must be in writing	3	11.54
Must follow board leave policy	3	11.54
Specific number of days request must be submitted	3	11.54
Required use of time or time is forfeited	1	3.85

The counties addressed vacation time in various ways: 17 counties specified the total number of vacation days that the

superintendent could receive per year, ranging from 18 to 29 days. Other counties stated that the amount of vacation time would be equal to that for the other 12-month administrators.

The process for requesting and using vacation time appeared in a number of contracts. By county, 11.54% indicated that the superintendent must follow board policy regarding vacation time. Three counties had terms stating that vacation requests must be in writing, while one county stated that the board could deny a vacation request. Hernando County requires that a request exceeding one week is brought before the full board during one of its meetings. Charlotte County stated that if 50% of the vacation time was not used during the year, then the unused amount would be forfeited.

Table 8 Unused Leave

Terms or Conditions	Number of Counties	Percentage (%)
Conversion option	8	30.77
Conversion limit	5	19.23
No conversion limit	2	7.69
If leave not used no payout	1	3.85
Payment for not being able to use time due to duty	1	3.85
Accrual limit	6	23.08
Unlimited accrual	3	11.54
Board will pay if accrual exceeds set limit	2	7.69

The issue of payment for unused vacation leave was addressed at length. One of the most typical ways was through a conversion option, and 30.77% of the employment contracts contained a clause stating that unused vacation leave could be

converted into a payout. Five counties limited this annual payout, while two counties did not have a conversion limit. One county had a term that stated that any unused vacation leave would be forfeited. Conversely, one county provided a stipulation that the superintendent would receive a payout if he/she was unable to use vacation leave due to his/her duties.

Accrual limits were set at 23.08% of the employment contract. These limits ranged from 60 to 62 days. Two employment contracts specifically stated that the appointed school district superintendent was entitled to an unlimited number of accrued vacation leave days. Charlotte and St. Johns counties indicated that any amount over the accrual limit would be paid out at the end of the year.

Table 9 Sick Leave

Terms or Conditions	Number of Contracts	Percentage (%)
Sick leave	24	92.30
Specific number of days	14	53.85
Same as 12-month administration	10	38.46
Contract granted days	1	3.85
Participate in sick leave pool	1	3.85
Must follow Board policy	1	3.85

As shown in Table 4.5, 92.30% of these contracts included terms and conditions regarding sick leave; 14 counties specified the number of days that would be provided yearly to be used as sick leave; the number of days ranged from 12 to 29. If the number of days was not specified, then the contract would indicate that the superintendent would receive the same amount

of time as other 12-month administrators. The superintendent of St. Johns County negotiated to have additional sick leave granted based on accrual at another job. One county indicated that the appointed school district superintendent must use sick leave in accordance with school board policy. One district has an administrative sick leave pool and, by contract, the superintendent is allowed to participate.

Table 10 Personal Leave

Terms or Conditions	Number of Contracts	Percentage (%)
Personal leave	11	42.31
Must be used before vacation time	1	3.85
May not accrue	2	7.69

Personal leave was a rare contract item, included in only 11 of 26 employment contracts. Among the counties, 3.85% indicated that personal leave must be used before vacation leave. Two counties indicated that personal leave could not accrue.

Table 11 Disability Leave

Terms or Conditions	Number of Contracts	Percentage (%)
Disability leave	1	3.85
Paid emergency leave	3	11.54
Other leave benefits of 12-month administrative	6	23.08

Fewer contracts contained terms and conditions regarding disability or emergency leave. Three counties included conditions about paid emergency leave, but required board approval for emergency leave. Manatee County included up to 180 days of paid disability leave in its employment contract. Among these employment contracts, 23.08% included a provision stating that the superintendent would receive all of the other leave benefits of 12-month administrators.

Table 12 Terminal Pay for Leave

Terms or Conditions	Number of Counties	Percentage (%)
Full terminal pay	4	15.38
Limited terminal pay for vacation accruals	1	3.85
Payment of a percentage of accrued sick leave	2	7.69

Payment for accrued leave time was addressed in a handful of contracts, and 15.38% of counties stated that the superintendent would receive full payment for any accrued leave at the time of separation. Two counties limited the amount of accrued sick leave that would be paid upon termination of the employment contract. Flagler County indicated that the school board would only pay for 60 days of accrued vacation leave upon separation.

Table 13 Professional Development Leave

Terms or Conditions	Number of Counties	Percentage (%)
Professional development	17	65.38
Line of duty leave	1	3.85
Board approval if exceeding set period of time	4	15.38
May hold position of office	1	3.85

In these counties, 64.38% addressed the issue of professional development in their employment contract with the district superintendent. Sarasota County provided 10 days of line of duty leave for the superintendent to go to conferences and attend other functions, and these days served as professional development. Four counties stated that if the professional development lasted more than a certain period of time, the superintendent must get prior board approval. Only one school district's contract allowed the superintendent to hold a position of office. Overall, the specified number of vacation days ranged from 12 to 28, with an average of 17.18.

Expenses

This section of research question number 1 refers to expenses outside of a superintendent's salary. Examples of expenses found in the employment contracts were for vehicles, civic duties, technology, and professional development. Also included were items such as expense accounts, record keeping, and tax liability.

Table 14 Vehicle Provision

Terms or Conditions	Number of Counties	Percentage (%)
Automobile provision	24	92.31
Board-provided vehicle	7	29.92
Stipend	14	53.85
Stipend based on average of previous years	1	3.85
Option to use personal vehicle	1	3.85
Frequency of replacement vehicle	1	3.85
Specific type of vehicle	1	3.85
Required use of personal vehicle	1	3.85
Must maintain insurance policy	1	3.85
No reimbursement for in county travel	3	11.54
No reimbursement for in state travel	4	15.38

Automobile provisions were popular and found in 92.31% of the employment contracts. The automobile provisions were dealt with in a number of different ways. In seven of the employment contracts, the school boards agreed to provide a district-owned vehicle and pay for any charges associated with the vehicle. An alternative to a board-provided vehicle was to pay the appointed school district superintendent a stipend (53.85% of the counties opted to provide this stipend). Monroe County did not include a specific dollar amount, but instead stated that an amount based on the previous year's average would be paid to the superintendent to provide transportation. Three counties indicated they would not reimburse the superintendent for in-county travel, and four counties would not provide reimbursement for in-state travel.

A number of less used terms were also related to automobile provisions. One county provided the superintendent with the option to use his/her personal vehicle with reimbursement based on mileage. Another county specified that the superintendent would use a personal vehicle and would receive a stipend of \$125.00 per month. Miami-Dade County had the only contract stating specifically what type of vehicle would be provided and its frequency of replacement. Only one county required the

appointed school district superintendent to carry an insurance policy of \$1 million.

Specific information about the amount of the stipend was also included in the employment contracts. The least contractual amount for a vehicle stipend was \$500.00 monthly, and the greatest was \$800.00 monthly. The average stipend found in the contracts was \$666.07 monthly.

Table 15 Technology, Conference, and Civic Expenses

Terms or Conditions	Number of Counties	Percentage (%)
Technology allowance	14	53.85
District provided credit card	3	11.54
Funding of conferences	24	92.31
Limited number of conferences	1	3.85
Limited number of days allowed for conferences	1	3.85
Civic duty stipend	7	26.92
Expense account	4	15.38

Numerous other items regarding expenses were addressed throughout the employment contracts. Over 50% of the employment

contracts had terms and conditions regarding a technology allowance. Some simply stated that the district would provide a cell phone and a laptop for business use. Collier County specified that the superintendent would receive \$2,100.00 per year for technology expenses, while Seminole County provided \$80.00 per month to pay for a cell phone plan of the superintendent's choosing.

Expense accounts were addressed in a number of ways, starting with 11.54% of the counties indicating they would provide a credit card for the appointed school district superintendent's use for expenses occurred in the line of duty. Four counties chose to establish an expense account to pay for expenses, and seven counties established a civic duty stipend. The civic duty stipend was to be used to build community ties, and the amounts ranged from \$1,200.00 to \$3,000.00 per year.

Funding of conferences and meetings was addressed in a large number of contracts, as 24 counties included terms stating that they would pay for professional development in the form of meetings and conferences. Collier County indicated a limit of four professional conferences that it would pay for each year. Duval County's employment contract stated that the appointed school district superintendent could not attend conferences for more than 25 days per year.

Table 16 Memberships and Journals

Terms or Conditions	Number of Counties	Percentage (%)
Funding of memberships and dues	22	84.62
Specified memberships	8	30.77
Must submit invoice	2	7.69
Professional journals	2	7.69
Dollar limit	1	3.85

Continuing with professional development involves the issue of subscriptions and memberships in professional organizations. On this point, 22 counties stipulated a condition stating that the school board would fund membership dues, and 30.77% of the employment contracts specified the memberships for which the school board would pay. Only two counties specified that invoices must be submitted. Some (7.69%) of the employment contracts had specific wording about the payment for professional journals, and only one school district set a dollar limit on the amount that the school board would reimburse.

Table 17 Other Expense Terms

Terms or Conditions	Number of Counties	Percentage (%)
Reasonable expenses in line of duty	11	42.31
Documentation of expenses	4	15.38
Home office at cost of superintendent	3	11.54
Superintendent may suggest further budgetary items	3	11.54
Reimbursement for out of county expenses	6	23.08
Business expenditures	1	3.85
Superintendent liable for all taxes	1	3.85
Stipend for other expenses	1	3.85

There were a number of different terms and conditions that did not fit neatly in other categories regarding expenses. Among these, 42.31% of the employment contacts indicated that the school board would pay for reasonable expenses in the line of duty, and three counties indicated that expenses must be

documented. As for the superintendents, 11.54% were expected to maintain a home office at their own cost.

Three counties included a term allowing their superintendents to suggest further budgetary items to the school board for possible inclusion. For example, 32.08% of counties' employment contracts stated that the school board would pay for out-of-county expenses. One county included terms for reimbursement to the superintendent of business expenditures and tax liability for purchases. Pinellas County was alone in providing a general expense stipend of \$550.00 per month

Salary

This section of research question 1 discusses the terms and conditions regarding salaries. This section will also address raises, incentives, and additional salary for completion of the Florida CEO Leadership Development Program. Additional information on salaries can be found in research question 2.

Table 18 Salary

Terms or Conditions	Number of Counties	Percentage (%)
Salary	26	100.00
Salary written	18	69.23
Salary expressed numerically	19	73.08
Base salary cannot be reduced	10	38.46
Payment of base salary	7	26.92
Federal income tax liability	1	3.85

Salary was one of the few conditions addressed universally in 100% of the employment contracts. In these contracts, 69.23% expressed the appointed school district superintendent's salary in words, while 73.08% expressed the salary numerically. Ten contracts specifically stated that the base salary could not be reduced at any time. 29.92% of counties indicated the number of payments that would be made throughout the year to pay the appointed school district superintendent's salary. Miami-Dade County's contract was the only contract to state that the

appointed school district superintendent was responsible for paying federal income tax.

Table 19 Raise in Salary

Terms or Conditions	Number of Counties	Percentage (%)
Specified amount of raise	4	15.38
Specified amount not to exceed	6	23.08
Raise equal to 12 month admin.	11	42.31
Raise equal to teachers'	5	19.23
Raise determined by consumer index	3	11.54
Raise not guaranteed	2	7.69
Board may raise salary at any time	6	23.08

Going hand-in-hand with salary is the issue of raises. Four counties included a specific amount that the appointed school district superintendent would receive as a raise. Almost a third (32.08%) of counties included terms that would limit the amount

of raise that the appointed school district superintendent would receive. As for the other counties, 42.31% of their contracts stated that a raise given would be equal to other 12-month administrators and five counties would give a raise equal to the raise that certified teachers would receive. The amount of salary raise would be determined by the consumer index in three of the contracts. Two districts included wording in their employment contracts stating that raises were not guaranteed. Finally, six school boards reserved the right to raise the salary at any time in their employment contract with their appointed school district superintendent.

Table 20 Incentives

Terms or Conditions	Number of Counties	Percentage (%)
Incentive	7	26.92
Incentive tied to performance goals	11	42.31
Longevity supplement	1	3.85
Salary increase upon completion of doctorate	1	3.85

As for incentives 26.92% of the counties indicated that they would provide one, with 11 counties stating that incentives

would be tied to performance goals. Charlotte County contracted a provision for a longevity supplement based on a salary schedule. Seminole County was the only county that explicitly stated that the appointed school district superintendent would receive a salary increase upon the completion of a doctoral degree.

Table 21 Incentive for Florida CEO Leadership Program

Terms or Conditions	Number of Counties	Percentage (%)
Florida CEO Leadership Development Program	7	26.92
Raise for phase 1	1	3.85
Raise for phase 2	1	3.85
Raise based on performance	1	3.85
Raise equal to elected superintendent	4	15.38
Raise only if both phases are completed	1	3.85

A raise based on the completion of the Florida CEO Leadership Development Programs was addressed in 26.92% of the employment contracts. Flagler County was the only county to specify that a raise would be given at each phase of the Leadership Program. Manatee County stated that a raise would be given only if both phases of the program were completed. Finally, 15.38% of the counties stated they would provide a raise equal to the amount that an elected superintendent would receive for the completion of the Leadership Program.

Table 22 Retirement

Terms or Conditions	Number of Contracts	Percentage (%)
Florida Retirement System	18	69.23
Superintendent may make payment to plan of choice	3	11.64
Tax-sheltered annuity	14	53.85

The issue of retirement funding was addressed in a number of contracts, as 18 counties specified that their superintendents would participate in the Florida Retirement System. Tax-sheltered annuities were established by 14 counties

and ranged in the amount that would be paid to the annuity each year. Three counties further stated that their superintendents were also allowed to make additional payments to a retirement plan of his or her choice.

Terms of Renew and Annual Physical Evaluation

This section of research question 1 focused on the terms of renewal and annual physical evaluation of the employment contracts. Information on contract extensions is also in this section. It should be noted that the terms of the annual physical are the same as the terms of the initial examination.

Table 23 Terms of Renewal

Terms or Conditions	Number of Counties	Percentage (%)
Terms of renewal	18	69.23
Extension	17	65.38
Superintendent must notify board	6	23.08
Time period for notification	6	23.08
Lack of official extension leads to day to day employment	1	3.85
Based on performance	4	15.38
If no board action contract extended per terms	4	15.38

The majority (69.23%) of the employment contracts contained terms or conditions pertaining to contract renewal, and 17 counties included specific terms about how long the contract would be extended, if approved by the school board. Notification to the school board of the time for a contract renewal was addressed in six contracts, stating that it was the

superintendent's duty to notify the board. Those six counties also included a timeframe for the required renewal from 60 to 90 days. Four counties indicated that a lack of action to extend or terminate the contract would result in an automatic renewal based on the contract terms.

Four counties negotiated that contract renewal would be based on the superintendent's performance. Only one county choose to go to a day-to-day contract if the school board did not renew the employment contracts.

Table 24 Medical Examination

Terms or Conditions	Number of Counties	Percentage (%)
Medical examination	21	80.77
Paid for by board	21	80.77
Board can request second opinion	1	3.85
Limit of payment beyond insurance coverage	1	3.85
Written example for doctor	13	50.00
Board selects doctor	1	3.85
Superintendent may request second opinion at their cost	1	3.85
Superintendent declaration of health	1	3.85
If doctors do not agree then third opinion will be taken	1	3.85

Initial and annual medical examinations were covered in detail in the majority of the employment contracts, in which

80.77% of the counties stated that the superintendent must pass a medical examination to be hired and to continue to be employed at the school board's cost. Thirteen counties provided a specific example of the notice that the doctor must provide supporting the superintendent's ability to perform his or her job. Only one school district required the superintendent to make a declaration of his or her health.

A handful of contracts addressed the issue of a negative medical examination. One contract allowed the appointed school district superintendent to request a second opinion at the superintendent's cost. If those doctors did not agree, then a third opinion would be sought at the school boards' cost. One county contracted for the right to choose the doctor who would perform the medical evaluation. The cost of a medical examination beyond what insurance would pay was addressed in only one contract.

Table 25 Mental Capacity Exam

Terms or Conditions	Number of Counties	Percentage (%)
Mental capacity exam	5	19.23
Paid for by board	5	19.23

While the issue of medical examination was usual, the issue of mental capacity was not because only 19.23% of the employment contracts stated that the appointed school district superintendent would also have to undergo a yearly mental capacity exam. All the districts that required a mental capacity exam provided a term that the exam would be at the school district's expense.

Table 26 Other Initial Terms

Terms or Conditions	Number of Counties	Percentage (%)
Annual drug test	1	3.85
Must submit to examination at any time at board request	1	3.85
Board must be notified of hospitalization	1	3.85
Board will provide security if Superintendent is threatened	1	3.85

The following terms were only included in one employment contract. Hernando County required an annual drug test, a medical examination at any time by request of the school board, and notification of hospitalization of the appointed school district superintendent. Sarasota County included a term that would require the school board to provide police or private security to the superintendent if he or she was threatened in the line of duty. The shortest renewal period was one year with six years being the longest and an average of 3.08 years.

Insurance

This section of research question 1 will focus on the terms and conditions regarding insurance. Insurance was addressed in all of the employment contracts to some extent. The three major groups of insurance that were addressed were disability, life, and health insurance. To a lesser amount vision and dental insurance was also included in the terms and conditions in the appointed school district school superintendent's contract.

Table 27 Health Insurance

Terms or Conditions	Number of County	Percentage (%)
Board paid	9	34.62
Limit to amount board will pay	3	11.54
Dollar amount specified	7	26.92
Same as 12 month admin.	5	19.23
If board cannot obtain will pay certain amount	1	3.85
Paid at daily rate until long term	2	7.96

Most (57.69%) of counties included terms and conditions regarding disability insurance. Nine counties agreed to pay for the appointed school district superintendent's disability insurance. Three of those nine counties limited the amount they would pay, ranging from \$1,100.00 to \$6,000.00. In 26.92% of the employment contracts, specific verbiage stated the dollar amount of the policy. In five instances, specific details were not provided, just a statement saying disability insurance would be

provided to the appointed school district superintendent equal to other 12-month administrators.

One county provided specific provisions about the amount the school board would pay in the case that disability insurance could not be obtained. Indian River agreed to pay the superintendent the equivalent of a six-month salary if the superintendent became disabled and the school board was unable to procure insurance. Similarly, 7.96% of the counties stated that in lieu of disability insurance, the school board would pay the appointed school district superintendent a daily rate until long-term disability insurance began payment.

Table 28 Life Insurance

Terms or Conditions	Number of Counties	Percentage of Counties (%)
Life insurance	17	65.38
Amount	14	53.85
Board paid	11	42.31
Board paid for specific period	2	7.69
Amount to beneficiary	1	3.85
Amount to board	1	3.85

Most (65.38%) of counties included provisions regarding life insurance. Fourteen counties specified the amount the policy would be which ranged from \$50,000.00 to \$1,000,000.00. As to who would pay, 42.31% of the counties indicated that the school board would pay for the life insurance policy. Hernando County indicated the school board would pay for the life insurance policy for three years and Hillsborough County agreed to pay the premium for 20 years.

Alachua County was unique in the fact that its contract specified how the life insurance policy would be paid out. In the event that the life insurance policy for the appointed school district superintendent paid out, the school district would get 50% of the policy's value and the remaining portion would go to a designated beneficiary.

Superintendent Duties

This section of research question number 1 is focused on the duties of the superintendent. Also included in this section are the duties of the school board in regards to the superintendent.

Table 29 Superintendent Duties

Terms or Conditions	Number of Districts	Percentage of Districts (%)
Superintendent's duties	25	96.15
Superintendent as CEO of board	16	61.54
Outside consultation must be done with leave time	14	53.85
Required disclosure of payment and nature of activity	4	15.38
Must not be a conflict of interest	1	3.85
Days of professional leave	1	3.85
Board approval if exceeding three days	1	3.85
Superintendent will receive honoraria	1	3.85
Board must approve of outside activities	8	30.77

The duties of the appointed district school superintendent were addressed in 96.15% of employment contracts. Hillsborough County was the only county to not address the duties of the superintendent. Among the others, 61.54% explicitly named the appointed school district superintendent as CEO of the county school board. A large portion of the terms and conditions applying to the duties of the superintendent deal with the issue of outside employment.

On this issue, 53.85% of the employment contracts indicated that outside employment was permissible, but it must be done on the appointed school districts superintendent's personal time. In contrast, 30.77% of the counties indicated that the appointed school district superintendents could not partake in outside activities without board approval. Four counties indicated that the appointed school district superintendent must disclose the nature of the outside employment as well as any compensation that would be received. Honoraria was addressed only in Flagler County's employment contract, stating that the superintendent was entitled to any and all honoraria. Collier County included a term stating that outside employment must not be a conflict of interest.

Three school districts negotiated a term stating that, if leave was to be used for outside activities and exceeded three

days, that the superintendent would need board approval.

Conversely, Charlotte County provides five days of professional leave to be used to engage in outside employment

Table 30 School Board Responsibilities

Terms or Conditions	Number of Contracts	Percentage (%)
Responsibilities of the board	2	7.69
Cooperation between Superintendent and board	7	26.92
Complaint process	2	7.69
Meetings of the board	3	11.54

While the main focus of the employment contracts was the terms and conditions regarding the superintendents' positions, the role of the school board was also addressed. In the contracts, 26.92% had terms regarding the cooperation of the superintendent and the school board. Two counties included terms outlining the responsibilities of the school board, and 11.54% of the contracts outlined the procedures for meetings of the board and expected attendance to board meetings. Only 7.96% of

the counties outlined a complaint process between the school board and the appointed superintendent.

Termination with Cause

This section of research question 1 focuses on termination with cause. Termination without cause is addressed in a separate research question. Termination with cause includes death, retirement, and incapacitation.

Table 31 Termination with Cause

Terms and Conditions	Number of Contracts	Percentage (%)
Termination with cause	26	100.00
Written notification	20	76.92
Entitled to hearing	12	46.15
Court as only court of action	4	15.38
If court disagreed with termination, termination become termination without cause	4	15.38
Majority vote by board required	6	23.08

Termination with cause was addressed extensively in the contracts of appointed school district superintendents. All counties included a clause, to some extent, concerning termination of employment with cause. In these contracts, 76.92% stated that the school board would provide written notification to the appointed district superintendent regarding the reason for termination. Some contracts did not include a specific

amount of times, while others did, ranging from within 24 hours up to 30 days. In the case of termination with cause, Alachua County provides 90 days to correct deficiencies and Osceola and Pinellas Counties provide 60 days' notice.

A number of employers addressed the issue of due process, with 46.15% indicating that the appointed school district superintendent was entitled to a hearing, if he or she was to be terminated with cause. Sarasota County was alone in stating that the superintendent had 30 days, to request a hearing in the case of termination with cause. In the contracts, 15.38% stated that the superintendent's only course of action after being terminated for cause would be through the court system. A similar clause was found in 15.38% of contracts that stated, if the court found that the school board improperly terminated the appointed school district superintendent for cause, that the termination would then be deemed termination without cause. As for 23.08% of the other counties, they stated in the employment contract that for the appointed school district superintendent to be terminated with cause would require a majority vote by the school board.

Table 32 Reasons for Termination with Cause and Severance

Terms or Conditions	Number of Contracts	Percentage (%)
Termination for being healthy and refusing to work	1	3.85
Failure to obtain set goals	1	3.85
No severance pay	3	11.54
Severance paid to school board	1	3.85
Terminal pay	8	38.46
Cap on accrued leave payout	1	3.85
Terminal pay will include earned leave time	9	34.62

Specified reasons for termination with cause were also found in some of the employment contracts. Flagler County included a unique term indicating that the appointed school district superintendent could be terminated with cause if he or she was healthy and refused to come to work. Another unique clause regarding specific reasons for termination without cause

was found in Indian River's employment contract. That clause specified that the appointed school district superintendent could be terminated for failure to obtain specified goals, but would receive six months of severance if terminated for that reason. The issue of severance was also a popular condition in the employment contracts.

A number of counties included information concerning severance pay in the event of termination with cause: 11.54% of employment contracts specifically stated that there was no entitlement to severance pay if the appointed school district superintendent was terminated with cause. In Hernando County's contract, the appointed school district superintendent would be required to pay the school board \$25,000.00, if the superintendent was terminated with cause. If the appointed school district superintendent of Hernando County did not pay the required severance, then the school board would be allowed to refuse payment of any remaining salary until severance pay was received.

The payment of remaining salary and leave time was also an issue addressed in a number of the employment contracts. On this point, 38.46% of the contracts stated that the school board would pay the appointed school district superintendent for the salary earned that he or she was entitled to under their

contract. In addition, 34.62% of the contracts indicated that they would also pay the accrued leave time for the appointed school district superintendent in the case of termination with cause; however, Charlotte County specified that it would only pay for up to 60 days of unused time.

Table 33 Termination of Contract by Superintendent

Terms or Conditions	Number of Contracts	Percentage (%)
Termination by superintendent	18	69.23
Mutual agreement between board and superintendent	14	58.85
Notification period	15	57.69
Notification must be in writing	5	19.23
Termination once given becomes irrevocable	3	11.54

In these contracts, 69.23% addressed the termination of employment of the appointed district school superintendent. Among school districts, 53.85% agreed that the employment contract could be terminated by mutual agreement of the school

board and the appointed district superintendent. A notification period of 90 days to six months was specified in 57.69% of the contracts. In 19.23% of the counties, the contracts specified that the notification of the termination of the employment contract by the appointed school district superintendent must be in writing. Seminole, Palm Beach, and Flagler counties indicated in their employment contracts that, if notice of termination of employment by the appointed school district superintendent was given, then it was irrevocable.

Table 34 Severance for Termination of Contract by Superintendent

Terms or Conditions	Number of Counties	Percentage (%)
Terminal pay	7	26.92
Limit to payment of accrued leave	7	26.92
No severance pay	1	3.85
Payment to board for hiring fees	1	3.85

As with other forms of termination, the issue of severance and terminal pay was included in the terms and conditions regarding the termination of an employment contract by the appointed school district superintendent. In this case, 26.92% of the counties specified that they would pay the appointed school district superintendent the salary he or she earned until the date of resignation. Similarly, 26.92% of the districts stated they would pay for any accrued leave, with limits ranging from 60 to 90 days. Osceola County was the only one to state specifically that no severance would be paid if the appointed school district superintendent resigned. Pinellas County's contract stated that, if the appointed school district

superintendent resigned, he or she must pay for the hiring costs of a new superintendent up to \$10,000.

Table 35 Termination Due to Incapacity

Terms or Conditions	Number of Counties	Percentage (%)
Termination due to capacity	17	65.38
Physical exam	8	30.77
Mental exam	4	15.38
Doctor selection process	2	7.69
Right to second opinion	1	3.85
Amount of time before termination for incapacity	13	50.00
Right to appoint interim superintendent	5	19.23
Specified timeframe before interim superintendent	4	15.38

Termination due to incapacity was addressed in 65.38% of employment contracts for appointed school district superintendents. A crucial piece to determine incapacity is an exam by a doctor, which 34.62% of the counties included in their contracts. Physical exams were further broken down into physical and mental exams, and 30.77% of the counties specifically stated that a physical exam could be requested by the school board, while 15.38% included a clause about a mental exam. Duval and Flagler counties detailed the selection process for a doctor to perform an exam. Sarasota County had the only contract that entitled the appointed school district superintendent to obtain a second opinion.

Half of the school districts stated a specific amount of time that the appointed school district superintendent must be incapacitated before being terminated. The period of time ranged from 90 days to six months. During the waiting time before termination, 19.23% of the counties contracted the right to select an interim superintendent, and 15.38% of counties specified the length of time before the school board could appoint an interim superintendent.

Table 36 Severance/Payment due to Incapacity

Terms or Conditions	Number of Counties	Percentage (%)
Payment until time of termination	4	15.38
Dock pay if all accrued time exhausted	3	11.54
Severance pay	17	65.38

The issues of pay and severance were also addressed in a number of contracts in regards to termination due to incapacity. More specifically, 15.38% of the counties indicated that they would continue to pay the agreed upon salary until the time of termination, and 11.54% of the school districts stated that they would dock pay if the appointed school district superintendent exceeded the amount of accrued leave. As for severance, 65.38% of the counties agreed that they would pay severance in the event of termination due to incapacitation.

Table 37 Termination Due to Death or Retirement

Terms or Conditions	Number of Counties	Percentage (%)
Termination due to death or retirement	14	53.85
Terminal pay	8	30.77
Paid through retirement date	1	3.85

Termination due to death or retirement was included in 53.85% of the employment contracts. Another 30.77% of the contracts indicated that, upon death of an appointed school district school superintendent, the unpaid salary and accrued leave time would be paid to the superintendent's estate. Only Duval County included a clause stating that the appointed school district superintendent would be paid through his or her retirement date.

Table 38 Other Severance with Cause Terms

Terms or Conditions	Number of Counties	Percentage (%)
Property must be returned upon termination	1	3.85
Agreement regarding post-employment	2	7.96

The following terms and conditions only appeared in one of 26 contracts concerning termination of employment. Duval County explicitly stated that county property must be returned upon termination. Subsequent employment was addressed by Okeechobee County and Sarasota County as both agreed that upon mutual termination that the appointed district school superintendent would return to his or her previous role within the school district.

Other Terms and Conditions

This section of research question 1 focuses on the terms and conditions that did not align with previous sections. This section will include contract introductions, indemnification, and relocation terms.

Table 39 Introduction

Terms or Conditions	Number of Contracts	Percentage (%)
Witnesseth	19	73.08
Recitals	7	26.92
Position of employment	25	96.15
Full time position	18	69.23
Definitions	1	3.85
Oath of Office	4	15.38
Documents of office	5	19.23
Superintendent's declaration	11	42.31

There were a number of different aspects included in the introductions to the employment contracts, with 19 contracts including a Witnesseth section and seven contracts having recitals. A vast majority (96.15%) of the contracts indicated that the contract was an offer of a position of employment, with 69.23% specifying the position as a full-time one.

The introduction section also served as the place to insert requirements to accept the position. Eleven counties stated that the superintendent must take the state's Superintendent Declaration. Similarly, four counties required the

superintendent to swear the Oath of Office. Almost a fifth (19.23%) of the counties included a term requiring the superintendent to file all necessary documents of office. Only Osceola County included a section with specific definitions.

Table 40 Indemnification

Terms or Conditions	Number of Contracts	Percentage (%)
Indemnification	24	92.31
Board covered legal fees	22	84.62
Choice of outside representation	5	19.23
Will not defend in adverse matters	19	73.08
Mutual agreement of representation	1	3.85
Board will pay insurance after employment	1	3.85
Board members may not be held liable	5	19.23
Continued after employment ends	3	11.54

Indemnification was included in 92.31% of the employment contracts. Twenty-two counties included a condition that the school board would cover any legal fees arising from litigation connected to duties performed as appointed school district superintendent. However, 73.08% of the counties indicated that the school board would not pay legal fees in adverse matters. The selection of representation in the event of indemnification was addressed in the employment contracts. Five counties stated that the appointed school district superintendent could have a choice of outside legal representation and that the school board would pay. One contract stated that legal representation would be selected jointly by both the school board and the superintendent.

Other matters addressed indemnification, including the liability of board members and coverage of legal fees after employment. On this matter, 19.23% of the counties included a term stating that individual board members could not be held liable for legal fees in the event of legal actions taken against the appointed school district superintendent. Three school districts extended the indemnification clause after the termination of the contract, and one district indicated continued payment of insurance against legal claims.

Table 41 Relocation

Terms or Conditions	Number of Contracts	Percentage (%)
Relocation	10	38.46
Specific number of bids	6	23.08
Portion of expenses paid upfront	1	3.85
Transition expenses	2	7.69
Time frame for transition expenses	1	3.85
Specific amount of transition expenses	2	7.69

While reviewing the employment contracts, the terms and conditions pertaining to relocation expenses were in 10 of the contracts. Six counties indicated that bids would have to be obtained from moving companies and that the lowest or average cost would be paid for moving expenses. Six counties specified the number of bids that would be required ranged from two to three bids. Only one county specifically indicated that a portion of relocation expenses would be paid up front.

Accompanying relocation costs were transition expenses, which included payments for temporary housing and living costs while the superintendent relocated. Transition expenses were included in two of the employment contracts and each stated a specific maximum that the school board would pay. One county stated that transition expenses would be paid in a specific amount monthly, with a cap on the number of months that the school board would pay.

Research Question 2

What are the terms and conditions in Florida appointed school district superintendents' employment contracts for termination without cause?

The terms and conditions regarding termination without cause ranged widely from county to county. Some counties included extensive conditions pertaining to such termination, while others simply did not address the issue. It should be noted that some contracts contained terms that are no longer legal under current legislation. As of July 1, 2011, under Florida Statute 215.423 (2013), government officials cannot collect more than the equivalent of 20 weeks of salary in severance pay. There are a number of contracts that were created before 2011 that contain compensation in excess of 20 weeks of

salary. The information presented in this section reflects the contracts that were provided by each school district with an appointed school district superintendent.

Only 3.85% of districts contained no provisions for termination without cause. The only county that did not address the issue of termination without cause was Charlotte.

While a large number of counties included conditions addressing such termination, few of the specifics were the same across contracts. Terms regarding severance pay appeared in the highest number of contracts. Twenty-one counties (84.62%), included terms or conditions regarding severance pay, which ranged from ten weeks to one year. The Palm Beach County School Board's contract with the appointed school district superintendent had the smallest severance payment of just ten weeks, while four counties agreed to pay one year's worth of salary if the school board terminated the superintendent's employment without cause. Table 4.42 shows specifically the number of weeks of severance that each county included in the appointed school district superintendents' employment contracts.

Table 42 Number of Weeks of Severance Pay

County	Weeks	County	Weeks
Alachua	20 weeks	Monroe	20 weeks
Brevard	20 weeks	Orange	24 weeks
Broward	20 weeks	Osceola	10 weeks
Collier	24 weeks	Palm Beach	20 weeks
Duval	18 weeks	Pinellas	20 weeks
Flagler	20 weeks	Polk	20 weeks
Indian River	52 weeks	Sarasota	52 weeks
Lake	52 weeks	St. Johns	20 weeks
Lee	15 weeks	St. Lucie	20 weeks
Miami-Dade	52 weeks*	Seminole	20 weeks
Manatee	20 weeks*	Volusia	72 weeks

*Number of weeks or remainder of contract, whichever is least

Further, Miami-Dade and Manatee Counties chose to provide a term stated that if the remainder of the contract were less than the specified number of weeks, the severance payment would be the lesser of the two amounts. Orange County added a unique clause granting an extra month of severance pay for each year that the appointed school district superintendent served, with a maximum of 12 months additional severance. Six counties (23.08%) indicated in the employment contract that severance pay would be considered liquidated damages.

The remainder of the terms and conditions concerning termination without cause appeared in less than a quarter of the employment contracts between the county school boards and the appointed school district superintendents. 23.08 percent of counties included a clause stating that the school board would pay for the district superintendent's unused sick and vacation time, in the event of termination without cause. Only Charlotte County included a provision that limited payment of sick and vacation time specifically to 60 days. St. Lucie County also included a unique clause, which stated that if the terminated superintendent found new employment 20 weeks before termination, severance would only be paid for the period of the superintendent's unemployment.

The specific process of termination without cause was addressed in a small number of employment contracts. Eight counties (30.77%) stated a specific number of days that the appointed school district superintendent would be notified prior to termination without cause. The number of days of notification ranged from 30 days to 90 days. Table 4.43 lists the number of days given that prior to termination without cause.

Table 43 Number of Days of Notification

County	Number of Days	County	Number of Days
Collier	45 days	Manatee	30 days
Flagler	90 days	Monroe	90 days
Lee	30 days	Orange	90 days
Miami Dade	30 days	Seminole	90 days

Two less popular clauses specified the number of votes that must be cast by the school board in order to terminate the district school superintendent. 11.54% of employment contracts stated that there must be a supermajority of votes in order to terminate without cause. Flagler County was the only district that indicated a specific number of votes that must be cast in support of termination in order for the motion to pass; that number was 4. Okeechobee County included a clause that stated that the school board might terminate the employment of the district superintendent without cause according to Florida law.

Research Question 3

What is the correlation between district student enrollment and appointed school district superintendent's salary based on district size?

H₀₁. There is no relationship between the number of students enrolled in a small school district and the appointed superintendent's salary.

H₀₂. There is no relationship between the number of students enrolled in a medium school district and the appointed superintendent's salary.

H₀₃. There is no relationship between the number of students enrolled in a large school district and the appointed superintendent's salary.

The analysis of district student enrollment and appointed school district superintendent salary was separated into three categories based student enrollment. The three categories were small, medium, and large districts, which were divided as shown in Table 1, a complete list of districts and enrollment can be found in appendix B. The separation resulted in the null hypotheses, which will be addressed as one question.

Table 44 District Size and Student Enrollment

District Size	Number of Students Enrolled
Small	0-49,999
Medium	49,999-99,999
Large	100,000 +

For this study, the Pearson's Correlation Coefficient, also known as the Pearson Product-Moment Correlation Coefficient, was used. The Pearson's Correlation Coefficient determines if there is a correlation between two variables. There are four assumptions that must be met in order to use the Pearson's Correlation Coefficient. Firstly, the two variables must be measured on an interval or ratio scale. Secondly, there must be a linear relationship between the two variables. Thirdly, there should be no significant outliers in the data. Finally, the variable should be approximately normally distributed. Each dataset; small, medium, and large district sizes must meet all of the assumptions to yield valid results.

The first assumption of the Pearson's Coefficient requires that the variables be measured on an interval or ratio scale. The variables for this research question were both on an interval scale, as the number of students enrolled and salary are both measured on a numeric scale. This meets the first assumption for the use of the Pearson's Correlation Coefficient for each of the three datasets.

The second assumption is that there is a linear relationship between the variables. To test this assumption, SPSS was used to create a scatter plot of all three sets of data for both variables. SPSS also created a best-fit line to provide

a visual reference point for validation of this assumption. The best-fit line also would show if there were any significant outliers that would violate the third assumption. SPSS constructed three scatterplots with best-fit lines, one for each grouping (see Appendix B) because there were no outliers among the data, no data points were excluded. These charts also showed that there was a linear relationship in each group, fulfilling the second and third assumptions.

The fourth assumption that must be met to use the Pearson's Correlation is that the data must be approximately normally distributed. In order to test this assumption, the Shapiro-Wilks test of normality was used. In order for a set of data to be considered approximately normally distributed, a Shapiro-Wilks score must be greater than 0.05. SPSS was used to calculate the score for each of the three data-sets. Each of the data sets scored above 0.05 and therefore met the fourth and final assumption of the Pearson's Correlation Coefficient. The specific scores for each dataset are listed in Table 45.

Table 45 Shapiro-Wilks Scores

	Shapiro-Wilks	Shapiro-Wilks
District Size	Student	Superintendent
	Enrollment	Salary
Small	0.202	0.889
Medium	0.331	0.683
Large	0.607	0.499

Once the researcher determined that each of the three datasets met the assumptions of the Pearson's Correlation Coefficient, SPSS was used to calculate the scores for each data set. Correlations, measured as r , range -1 to 1. If the score is negative, there is a negative relationship between the variables, while a positive number indicates a positive relationship. Zero indicates that there is no correlation between the sets of data. An acceptable range of scores and the strength of the correlation between the data are shown in Table 46 below. The range is the same for negative r scores.

Table 46 Range of r Values

Size of Correlation	Interpretation
0.9 to 1.0	Very Strong
0.7 to 0.9	Strong
0.5 to 0.7	Moderate
0.3 to 0.5	Low
0 to 0.3	Weak

To understand the results of the test more clearly, a brief overview of the data will be provided using the descriptive statistics in SPSS. The number (N) of valid inputs for school district size is 26 as depicted in the column labeled N. Table 47 shows the range, minimum, maximum, total (sum) and mean number of students enrolled in all districts.

Table 47 Student Enrollment

Range	Minimum	Maximum	Sum	Mean
349,846	6,395	356,241	2,150,911	86,862.723

Table 48 below lists the same descriptive data for superintendent's salary as Table 47 shows for student enrollment.

Table 48 Superintendent Salary

Range	Minimum	Maximum	Sum	Mean
218,000	100,000	318,000	4,921,411	189,285.04

After examining the data and ensuring that they met all the criteria for the Pearson's Coefficient, SPSS was used to calculate the r score for each of the dataset (Table 49). A discussion of the results for each of the datasets follow.

Table 49 District Size and Correlations with Superintendent's Salary

District Size	Pearson's Correlation
Small	0.828
Medium	0.610
Large	0.804

The Pearson's Coefficient for small sized districts was a positive number, indicating that there is a high positive correlation between superintendent's salary and enrollment in small school districts; thus null hypothesis H_{01} was rejected. For medium sized school districts, the correlation was also positive and moderate, and null hypothesis H_{02} was rejected as well.

Finally, for large school districts, the correlation between student enrollment size and appointed school district superintendent salary was high and positive, resulting in rejection of null hypothesis H_{03} .

Research Question 4

Research Question 4: How do the provisions of appointed Florida school district superintendents align with expert suggestions of specific terms and conditions that should be in a superintendent's contract?

Research Question 4 focused on comparing the information about terms and conditions that should be found in superintendents' contracts against what was suggested based on the research gathered during the literature review. The literature review provided minimal information from a small number of sources. Due to the limited amount of expert sources, the researcher felt it best to not further pursue this research question in the context of this study. Research Question 4 will be addressed further in Chapter 5.

Summary

Chapter 4 provided a report of the findings of this study. Research Question 1 revealed in detail the terms and conditions found in the employment contracts of Florida appointed school district superintendents. Research Question 2 focused on the terms and conditions regarding termination without cause in the employment contracts. Research Question 3 provided statistical analysis of the correlation between student enrollment size of a county and the appointed superintendent's salary. Research Question 4 concentrated on comparing expert suggested terms and conditions for employment contracts, against what was actually found in the contracts. The next chapter will focus on a

discussion of the findings, implications, and possible future research.

Table 50 District Size and Correlations with Superintendent's Salary

District Size	Pearson's Correlation
Small	0.828
Medium	0.610
Large	0.804

The Pearson's Coefficient for small sized districts was a positive number, indicating that there is a high positive correlation between superintendent's salary and enrollment in small school districts; thus null hypothesis H_{01} was rejected.

For medium sized school districts, the correlation was also positive and moderate, and null hypothesis H_{02} was rejected as well.

Finally, for large school districts, the correlation between student enrollment size and appointed school district superintendent salary was high and positive, resulting in rejection of null hypothesis H_{03} .

CHAPTER 5: CONCLUSION

In chapter four the presentation and analysis of the data found in the appointed school district superintendents' employment contracts has been reported. Chapter 5 will consist of a summary of the study, a discussion of the findings, implications for practice, and recommendations for further research.

Summary of Study

This study was focused on answering the following research questions:

Research Question 1: What are the terms and conditions found in the employment contracts of Florida appointed school district superintendents and the rate of occurrence?

Research Question 2: What are the terms and conditions for termination without cause for Florida appointed district school superintendents?

Research Question 3: What, if any, is the correlation between district size and appointed school district superintendent salary?

H₀₁. There is no relationship between the number of students enrolled in a small school district and the appointed superintendent's salary.

H₀₂. There is no relationship between the number of students enrolled in a medium school district and the appointed superintendent's salary.

H₀₃. There is no relationship between the number of students enrolled in a large school district and the appointed superintendent's salary.

Research Question 4: How do the provisions of appointed Florida school district superintendent contracts align with expert suggestions of specific terms and conditions that should be in a superintendent's contract?

The data necessary for this study is considered public information under Florida Law. The researcher contacted each of the 26 school districts with appointed school district superintendents. A request for the district's employment contract was made by the researcher. Over the course of two months the researcher was able to obtain copies of each of the 26 employment contracts.

Once all the contracts were collected this researcher compiled an extensive EXCEL database of the terms and conditions found in the employment contracts. Numbering over 250 individual

terms and conditions required that the data be organized categorically. Upon completing the EXCEL database, the research questions were addressed.

Discussion of the Findings

In this section the discussion of the findings will be addressed through each research question.

Research Question 1:

Research Question 1: What are the terms and conditions found in the employment contracts of Florida appointed school district superintendents and the rate of occurrence?

Research question one showed that there were a large number of terms and conditions that can be included in an employment contract. This study found over 250 different terms and conditions with a heavy bias towards or regarding the superintendent. The terms protecting the school board centered on the boards right to terminate the contract. The following general statement can be made. The boarder the topic's term or conditions (eg. Salary) the higher the number of contracts that condition or term would be included in, with the inverse being true. Generally the smaller number of terms and conditions that were included were very specific. It seems as if the contract

writer had a personal reason for inclusion of the term or condition.

One general term that stood out was the force majeure clause. Force majeure protects the superintendent's decision to work during a natural disaster. This is problematic because schools serve as shelters during hurricanes and other natural disasters. The need for the superintendent's leadership during these times is critical for the school district.

Research Question 2

Research Question 2: What are the terms and conditions for termination without cause for Florida appointed district school superintendents?

Research question number 2 focused on the terms and conditions regarding termination without cause in Florida appointed superintendent contracts. This study found that 96.15% of contracts had terms and conditions pertaining to termination without cause. The study also found that many contracts had provisions for providing the superintendent with notification of termination.

Florida legislation caps the number of weeks of severance a public employee may receive. Many of the contracts still contain terms and conditions that provide more than the allotted twenty

weeks of severance per law. One contract specifically provided a year of severance, plus an additional month of severance per year served up to an additional 12 months. The reason for these discrepancies is that the contracts were written before the passage of the new law and still have not been updated.

Research Question 3

Research Question 3: What, if any, is the correlation between district size and appointed school district superintendent salary?

H₀₁. There is no relationship between the number of students enrolled in a small school district and the appointed superintendent's salary.

H₀₂. There is no relationship between the number of students enrolled in a medium school district and the appointed superintendent's salary.

H₀₃. There is no relationship between the number of students enrolled in a large school district and the appointed superintendent's salary.

Research question number 3 focused on the correlation between school district student enrollment and superintendent salary. Districts were divided into small, medium, and large based on student enrollment. Each size was assigned a null hypothesis stating that there would be no correlation between district size and superintendent salary. Using Pearson's

Coefficient it was found that each of the three district sizes had a high positive correlation. As school district size grew, so did superintendent salary.

Research Question 4

How do the provisions of appointed Florida school district superintendents align with expert suggestions of specific terms and conditions that should be in a superintendent's contract?

The inclusion of this research question was to determine if Florida school districts were including terms and conditions in their employment contracts that aligned with expert suggestions and scholarly works. The writings that were found during the review of literature were limited and outdated. Only one article provided exact terms and conditions that should be found in superintendents' contracts, and the article was dated. The majority of the articles that were found also presented a biased opinion since they had been written by superintendents or superintendent organizations. Without adequate sources this question was unable to be answered.

Implications for Practice

While the analysis of the terms and conditions in the employment contracts for superintendents was heavily focused on data collection and analysis some general findings were

discovered. Based on these findings and the statistical analysis the following are implications for practice:

- There are 26 variations to the employment contract, one position in each county, with the same responsibilities. A task force could be formed to help develop an employment contract that could be used as a starting point for counties with appointed school district superintendents.
- Statistically salary is being set in correlation to the district enrollment size.
- There is a need for updated research on the subject of superintendent contracts. This study had to reach back to articles written in the 1960's to find relevant sources.
- The terms and conditions in the superintendents' contracts provide a strong biased towards the superintendents.

Recommendations for Further Research

The analysis of the data from this study led to the following recommendations for future research:

- Conduct an interview-based study with an emphasis on terms and conditions that were only found in a small amount of employment contracts, to provide better insight as to their inclusion.

- Conduct a study with a comparative analysis against the terms and conditions found in Florida elected superintendent against what was found in Florida appointed superintendents.
- Replicate this study in states that have negotiated contracts for school superintendents.
- Replicate this study with a focus on terms favoring school boards.

APPDEDIX A PUBLIC RECORDS REQUEST

Dear [Records Custodian]:

I am writing to request the employment contract between [Superintendent's name] and the School Board, pursuant to the Public Records Act, Chapter 119 of the Florida Statutes.

This request includes copies of every document related to the matter, regardless of the format in which the information is stored. *[If the information you are looking for is on a computer somewhere, remind the custodian that information stored on a computer is as much a public record as a written page in a book or one stored in a filing cabinet.]*

If you refuse to provide this information, Chapter 119 requires you to advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by Section 119.07(2) (a). If the exemption you are claiming only applies to a portion of the records, please delete that portion and provide photocopies of the remainder of the records, according to Section 119.07(2) (a).

I agree to pay the actual cost of duplication, as defined in Section 119.07(1) (a). However, if you anticipate that "extensive use" of information technology resources or extensive clerical or supervisory assistance, as defined in Section

119.07(1) (b), will be required to satisfy this request, please provide a written estimate and justification.

I request that these records be available by [date]. If you have any questions or need more information in order to expedite this request, please call me at [phone number].

Sincerely,

APPENDIX B RESEARCH QUESTION 3 DATA

Table 51 District enrollment Sized

District	Enrollment	District	Enrollment
Alachua	28149	Manatee	46612
Brevard	71224	Monroe	8490
Broward	262680	Okeechobee	6395
Charlotte	16266	Orange	187092
Collier	44410	Osceola	58147
Dade	356241	Palm Beach	182899
Duval	127559	Pinellas	103391
Flagler	12742	Polk	97971
Hernando	22045	St. Johns	33644
Hillsborough	203431	St. Lucie	39462
Indian River	18059	Sarasota	41398
Lake	41801	Seminole	64831
Lee	87422	Volusia	61226

Table 52 District Superintendent Salary

District	Salary	District	Salary
Alachua	157500	Manatee	185500
Brevard	202000	Monroe	150000
Broward	276000	Okeechobee	100000
Charlotte	145000	Orange	230000
Collier	200000	Osceola	185000
Dade	318000	Palm Beach	225000
Duval	250000	Pinellas	240000
Flagler	125000	Polk	225000
Hernando	117000	St. Johns	165171
Hillsborough	283233	St. Lucie	162500
Indian River	155000	Sarasota	177842
Lake	165000	Seminole	125000
Lee	185000	Volusia	171665

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