

**FIRST AMENDMENT TO  
SUPERINTENDENT EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT TO SUPERINTENDENT EMPLOYMENT AGREEMENT** is made effective as of March 4, 2015 (the "Amendment Effective Date"), and is by and between The School Board of Duval County, Florida, a body corporate politic (the "Board"), and Dr. Nikolai P. Vitti (the "Superintendent").

**WITNESSETH:**

**WHEREAS**, the Board and Superintendent entered into that certain Superintendent Employment Agreement with an Effective Date of November 12, 2012 (the "Agreement"), in connection with the Board's employment of the Superintendent as the superintendent of the school district of Duval County, Florida;

**WHEREAS**, the Board and Superintendent desire to extend the term of the Agreement as set forth herein.

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings in the Agreement.

2. The Board and Superintendent hereby agree to amend the Agreement to extend the Term as set forth below:

A. Effective as of the Amendment Effective Date, section 1.2 of the Agreement is deleted in its entirety and replaced with the following:

*1.2 Term.* Superintendent's employment and the term of this Agreement shall commence on the Effective Date, and, unless earlier extended or earlier terminated in accordance with the provisions of this Agreement, shall end at 11:59 p.m. on June 30, 2019. Notwithstanding the Effective Date of this Agreement, each Agreement year shall be from July 1 through June 30, and the parties understand and agree that the period of the Effective Date through June 30, 2013 shall be a partial Agreement year.

B. Effective as of the Amendment Effective Date, section 1.3 of the Agreement is deleted in its entirety and replaced with the following:

*1.3 Extensions.* Before the expiration of this Agreement, the Board in a good-faith exercise of its discretion shall determine whether to offer Superintendent an extension to the term of Superintendent's employment and this Agreement, with such notice to be provided on or before December 15, 2018. In the event the Board fails to deliver any notice of its intention to extend or not before December 15, 2018, then the term of this Agreement shall extend on daily basis until the Board delivers such notice to Superintendent concerning its intent. However, notwithstanding the foregoing, this Agreement shall not be extended beyond December 31, 2019 as a result of the Board's failure to deliver this notice.

3. Effective as of the Amendment Effective Date, the Board and Superintendent hereby agree to further amend the Agreement as set forth below:

A. Section 4.1 (E) of the Agreement is hereby added as follows:

(E) Within thirty (30) days after the Board's delivery of its "board statement" (referenced in Policy 2.14) resulting from the completion of the formal annual evaluation set forth in this Article IV, the

Superintendent shall deliver to the Board his written professional development plan responsive to any concerns noted by the Board in said "board statement" regarding the evaluation.

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

B. Section 5.11 "Moving Expenses" and section 5.12 "Temporary Living Expenses" have been previously completed, and are deleted in their entirety.

4. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of this Amendment Effective Date.

5. This First Amendment may be executed in counterpart and facsimile signature, the counterpart and facsimiles of which, when taken together, shall be deemed to constitute an entire and original First Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth below.

Witnessed by:



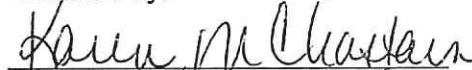
Print Name: Karen M. Chastain



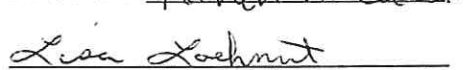
Print Name: Denese Meador

  
Nikolai P. Vitti, Ed.D.

Witnessed by:



Print Name: Karen M. Chastain



Print Name: Lisa Loehnert

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

By:   
Cheryl Grymes, Chairman

Form Approved:

By:   
Office of Legal Services

Approved by the Board: March 3, 2015