

SUPERINTENDENT'S
EMPLOYMENT CONTRACT

THIS CONTRACT is made this _____day of April, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("Board") and Lori White ("Superintendent" or "Mrs. White").

WITNESSETH:

WHEREAS, the Board is authorized under Section 1001.50, Florida Statutes, to appoint the Superintendent of Schools for the School District; and

WHEREAS, the Board wishes to retain Mrs. White to perform the duties and responsibilities of school superintendent as set forth in Section 1001.48, 1001.49, 1001.51, and 1001.53, Florida Statutes; and

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

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

1. EMPLOYMENT

The Board hereby appoints Mrs. White as Superintendent of Schools for Sarasota County, Florida, for the period and under the terms and conditions of this Contract.

2. DUTIES

Mrs. White shall be the Secretary and Chief Executive Officer of the Board and shall have charge of the administration of schools. The Superintendent shall provide supervision directly and indirectly of all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the school district subject to the approval of the Board. She shall faithfully perform all duties required by Florida law of a superintendent and shall performs such other duties, assignments and goals as may from time to time be reasonably directed by the Board.

The Superintendent's duties relating to the District school system shall be as provided by the Board's rules and policies, laws of the State of Florida, rules and regulations of other appropriate agencies, and such special duties and functions as may be reasonably prescribed by the Board from time to time.

3. TERM OF AGREEMENT

This Contract shall be effective May 31, 2008, and shall remain in full force and effect through and including June 30, 2011, unless terminated earlier as provided in paragraph 15 below. The anniversary date of this Contract shall be July 1 of any year.

4. RENEWAL OF AGREEMENT

On or before June 30, 2010, the Superintendent and the Board shall either extend or not extend this Contract for an additional year. Subject to paragraph 15 below, regardless of the action taken by the Superintendent and the Board at that time, this Contract will remain in effect through June 30, 2011.

At the time of the renewal option as set forth above, three consequences can occur:

- A. The Board can omit taking any action on the Contract renewal and the Contract will be extended by its terms for an additional year, or through June 30, 2012.
- B. The Board at a regular meeting may by majority vote decline to extend the Contract beyond June 30, 2011.
- C. The Superintendent may request that the automatic 1-year extension not occur. In such case, the Contract will expire by its own terms on June 30, 2011.

In the event the Contract is extended pursuant to subparagraph A above in 2010 or any succeeding year, this automatic rollover format shall be repeated on or before June 30th of the next year.

5. COMPENSATION

- A. **Base Salary.** The initial annual base salary for the first full year of the Contract (July 1, 2008 - June 30, 2009) shall be \$177,842, prorated for the period May 31, 2008 through June 30, 2008. The base salary for each succeeding year shall be the previous year's base salary plus a 3% increase and, at the Board's sole discretion, an additional increase for successful achievement of annual performance goals. Should the Contract be extended, the same methodology will be employed with respect to future years of the Contract.
- B. **Tax Sheltered Annuity.** The Board shall additionally contribute an amount equal to 12% of the Superintendent's base salary each year to a plan in the name of the Superintendent. This compensation shall be considered an annual bonus based on employment with the district, over and above and separate from the regular compensation as described in Section 5, paragraph A of the Contract. The Superintendent, at her own expense, will also be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 401(k) of the Internal Revenue Code, Florida and School District policy.
- C. **Florida Retirement System.** The Superintendent shall be entitled to participate in the Florida Retirement System. The Board shall pay the Superintendent's contribution to the Florida Retirement System.
- D. **Life Insurance.** The Superintendent shall be entitled to the \$50,000 life insurance policy provided for all other employees of the Board. The Board will also pay up to \$500 per month for an additional life insurance policy, to be selected by Mrs. White, insuring her life.
- E. **Hospitalization and Medical Expense Insurance.** Mrs. White and her spouse shall receive health insurance as is provided to other Board employees pursuant to the collective bargaining agreements

between the Board and the Sarasota Classified Teachers Association. Mrs. White shall be eligible to continue purchasing health insurance from the Board, at her own expense, in the same manner as all school district retirees upon her retirement. In addition, the Board will pay the cost of partial and permanent disability insurance for Mrs. White. In the event of permanent disability, the disability insurance shall provide an income equivalent to 60% of Mrs. White's contracted salary to normal social security retirement age. If Mrs. White is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the Board shall provide additional paid sick leave at a salary equal to her regular salary until the expiration of the waiting period for the long-term disability insurance or 180 days, whichever is shorter.

6. VACATION AND LEAVES

The Superintendent shall earn twenty-five (25) days of annual paid vacation each contract year, beginning July 1, 2008. This is in excess of normal holidays of the school district. This leave shall accumulate up to 60 days and any unused portion of less than or equal to 60 days will be payable on the last day of the Superintendent's employment at the rate of 100% of the current base daily salary rate. Instead of accumulating the days the Superintendent may request to be reimbursed for a maximum of 20 days per year in any contract year as long as the request is made prior to the end of the contract year. In addition, the Superintendent shall receive five (5) days per year for personal leave, which may not be accumulated year to year. The Superintendent shall be entitled to receive sick leave to the same extent as the Board provides for other twelve month administrative employees. All benefits previously accrued by Mrs. White while serving as an employee of the School Board shall remain unchanged by this Contract.

7. **OTHER BENEFITS**

- A. **Professional Growth.** The Board encourages the continuing professional growth of the Superintendent and will permit reasonable time away from her regular duties to attend or participate in meetings, seminars and other educational programs sponsored by local, state or national associations of school superintendents, administrators or school boards, or by private or public educational institutions, and to meet with other organizations or individuals if such meetings will enhance her ability to perform her duties. If travel outside Sarasota County is involved, the Board will pay in full all legally valid expenses incurred under this provision. The Superintendent shall file itemized expense statements to be processed for payment and approved by law and may be allowed the use of a school district credit card for allowable purchases. The Board reserves the right to determine how much time is reasonable, and may restrict the Superintendent's activities under this paragraph if it determines that she is spending an unreasonable amount of time away from her regular duties.
- B. **Professional Activities.** The Superintendent shall devote her full time and energies to fulfilling the position of Superintendent. Upon giving prior notice to the Board of the applicable dates and locations, the Superintendent may serve as a consultant to other school districts or educational agencies, may lecture, accept speaking engagements, and engage in writing activities, if such service or activity is reasonable and does not interfere with or detract materially from the performance of her duties. The Board will not pay for any expenses related to the Superintendent's involvement in outside activities. Further, the Board reserves the right to determine how much time is reasonable, and may restrict the Superintendent's activities under this paragraph if it determines that she is spending an unreasonable amount of time away from her duties.

- C. **Membership Dues.** The Board shall pay on behalf of the Superintendent the annual membership dues for the American Association of School Administrators, the Florida Association of District School Superintendents, International Reading Association, the Association for Supervision and Curriculum Development, and, with prior approval of the Board, other professional superintendent's organizations membership in which will contribute to the performance of her duties. The Board will also pay membership dues for the Superintendent to maintain membership in one local civic organization to be designated by her.

8. **EXPENSES**

- A. **Automobile Expense.** The Board will pay to the Superintendent a supplement of \$750.00 per month which the Superintendent will use to provide herself with the use of an automobile and all expenses relating thereto. She may elect to receive this in a single annual payment, or to have it included in her periodic compensation payments. This supplement will be adjusted as of July 1, 2009, and on each succeeding July 1st during the term of this Contract, based upon the previous year's CPI for urban consumers. Alternatively, at her election, the Superintendent may receive the use of a Board owned vehicle for her use. Out of county travel will be reimbursed in the same manner as any other employee.
- B. **Technology Expense.** The Board will provide and maintain supplies, materials and technology, including internet access, for the residence and office of the Superintendent necessary to support a contemporary Superintendent's technical requirements.
- C. **Miscellaneous Business Expense.** In recognition that the Superintendent is required, in the performance of her duties, to travel extensively, attend meetings and conferences, fulfill speaking

engagements and otherwise perform functions that involve unreimbursed expenses, the Board shall pay to the Superintendent a supplement of \$550.00 per month in recognition of unreimbursed expenses incurred by her in the performance of her duties. She may elect to receive this in a single annual payment, or to have it included in her periodic compensation payments. This supplement will be adjusted as of July 1, 2009, and on each succeeding July 1st during the term of this Contract, based upon the previous year's CPI for urban consumers.

9. ANNUAL PERFORMANCE GOALS

Mrs. White shall, on or before ninety (90) days from assuming the duties of Superintendent, and annually thereafter on a date established by the Board, meet with the Board to consider and adopt performance goals for the Superintendent and the District. These performance goals, developed collegially by the Superintendent and Board, shall be memorialized and shall be among the criteria upon which the Superintendent's performance will be evaluated and her future compensation determined.

10. REVIEW OF PERFORMANCE

A. **Annual Evaluation.** The Superintendent's evaluation, annual salary and reemployment will be based on the performance of the Superintendent and the achievement of District goals. Beginning with the 2008-09 school year, the Board will render a formal evaluation of the performance of the Superintendent, on a mutually agreed instrument, on or before June 30 of each year of the Contract. The results of this annual evaluation shall be reduced to writing and will be a public record. Each member of the Board will meet with the Superintendent individually to discuss the evaluation and the Board and Superintendent will then meet and discuss the evaluation. In addition to discussion in this public forum, the Superintendent may supply a written response to the Board's evaluation.

- B. **Criteria for Evaluation.** The evaluation of the Superintendent's performance will be based upon the performance of the duties imposed upon her by Florida law and this Contract. Additionally, the evaluation will seek to measure the Superintendent's progress in meeting the annual performance goals of the Superintendent as established pursuant to paragraph 9 above.
- C. No complaint respecting the Superintendent which is received by the Board may be used adversely to her, unless it is first referred to the Superintendent. The Superintendent shall be entitled to attend all meetings of the Board except those at which the terms and conditions or continuation of her employment, the performance of her duties, or the selection and employment of her successor will be discussed.

11. PROFESSIONAL LIABILITY

- A. The Board will defend, hold harmless and indemnify the Superintendent against all civil demands, criminal proceedings, claims, suits, actions and legal proceedings brought against the Superintendent individually or in her capacity as agent or employee of the Board, which may arise while the Superintendent is acting within the scope of her employment.
- B. If in any matter covered by paragraph A above, the Board determines that the Superintendent should engage separate legal counsel, it shall be at the expense of the Board.
- C. The Board shall have no obligation to pay legal fees or other expenses on behalf of the Superintendent in any litigation in which the interests of the Board and the Superintendent are adverse, except when such litigation relates to the Superintendent's legal authority to administer the District.
- D. No Board member shall be personally liable to the Superintendent for any costs, expenses, fees or judgments arising from matters described above.

12. MEDICAL EXAMINATION

At least annually, and more frequently if directed by the Board, the Superintendent shall submit to a complete medical examination performed by a medical physician or physicians approved by the Board. Such physician(s) shall report their full findings to the Superintendent personally, and shall report to the Board whether the Superintendent is, and is likely to remain, physically able to perform her duties. The Board will pay all costs associated with such examinations and reports. Lack of physical or mental fitness or capacity shall be considered grounds for termination, as set forth in paragraph 15(C)(2) below.

13. SECURITY

If the personal safety, life, property or family of the Superintendent is threatened or otherwise appears to be in danger because of the performance by her of her duties, the protection of appropriate law enforcement agencies will be requested by the Board. If, in the opinion of the Board and Superintendent, additional security or protection is warranted, the Board will provide for private security guards or other protection as the Board deems necessary in the circumstances.

14. RESIDENCE

The Superintendent shall reside in Sarasota County, Florida at all times while employed as Superintendent.

15. TERMINATION OF CONTRACT

This Contract will expire by its own terms or upon the death of the Superintendent. Further, notwithstanding any other provision of this Contract, at any time prior to June 30, 2009, either party shall have the right to unilaterally terminate this Contract upon providing written notice to the other of such termination. If either party chooses to exercise this termination right, Mrs. White shall immediately be returned to her position as Associate Superintendent at the salary and benefit levels to which she would be entitled had she remained continuously in that position. In this event, neither party

will owe the other any further obligations under this Contract.

Additionally, the Contract may be terminated by the Superintendent or by the Board in the following ways:

- A. **Termination by Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

- B. **Termination by Superintendent.** If the Superintendent determines her employment with the Board shall end prior to the expiration of the Contract and extensions thereof, she shall receive payment under the Contract for the balance of her base salary, pro-rated annuity, and benefits for the actual days she has performed her duties as Superintendent and not for the remainder of her Contract term. Additionally she shall receive unpaid annual and sick leave earned up to the last day of employment as Superintendent. Additionally, the Superintendent's health insurance benefits shall continue to be paid in full for three months following her separation from employment. As a condition precedent to the right to receive these enumerated terminal pay benefits and prior to payment of these benefits, the Superintendent shall sign and deliver to the School Board a release of all claims under this Contract or any other employment rights that may inure to her benefit.

- C. **Termination by Board.** The Board shall not arbitrarily or capriciously seek termination of this Contract with the Superintendent. The Board shall have the right to terminate the Contract upon the following three circumstances:
 - (1) **Termination for Cause.** This Contract may be terminated by the Board at any time for cause. Cause shall be limited to those grounds set forth in Section 1012.33, Florida Statutes.

In the event the Board determines to

terminate this Contract for cause, notice of termination shall be given by the Board to the Superintendent in writing. The Superintendent may then appear before the Board at its next meeting to dispute whether cause for termination of this Contract exists. At the Superintendent's election, her appearance before the Board may be postponed for up to thirty (30) days. The Board may suspend the Superintendent with pay pending termination. If she appears before the Board, the Board shall consider the evidence presented by the Superintendent and such other evidence as it deems relevant and shall thereafter determine whether there is cause to terminate this Contract. In the event the Board, after hearing, determines to dismiss the Superintendent for cause, the Superintendent shall have full right to contest such action pursuant to Chapter 120 (particularly Section 120.57), Florida Statutes.

- (2) **Termination by Disability of Superintendent.** If at any time the Board determines there is a legitimate question as to whether or not the Superintendent is physically or mentally disabled, the Board may require the Superintendent to submit to an examination by a physician licensed to practice medicine in Florida who shall be mutually selected by the Board and the Superintendent or by the Board alone if mutual agreement does not occur. Such examination shall be paid for by the Board. The physician will advise the Board and the Superintendent whether or not the Superintendent is disabled. If the Superintendent disagrees with the determination of that physician, she may submit the opinion of another physician, licensed to practice medicine in Florida, obtained at her own expense. If this opinion is submitted to the Board within ten days after the Board notifies the Superintendent that it has received an opinion that she is disabled, the Board

shall consider both medical opinions and such other evidence as it deems relevant and shall thereafter determine whether the Superintendent is or is not disabled. Further, if the Board determines the Superintendent is unable, because of her disability, to perform substantially all of her duties by reason of illness, accident, or other causes beyond her control, and such disability is permanent, irreparable or of such a nature as to render the Superintendent's continued performance of the terms and conditions of this Contract impossible, the Board may elect to terminate this Contract. The Board shall not proceed with termination by disability unless and until the Board's physician has certified the Superintendent's disability to the District's insurance carrier. Should the Board elect to terminate under these circumstances, the Board shall pay to the Superintendent, in full satisfaction of the Board's obligations under this Contract, a lump sum equivalent to the Superintendent's salary, annuity, and benefits for one year at the rate then in effect.

The Superintendent agrees that the Board has sole and absolute discretion to decide upon such termination and that in the event of such termination she waives all rights to contest or challenge the Board's decision and will accept the benefits provided above in full satisfaction of the Board's obligations hereunder and in full release of any and all claims against the Board.

- (3) **Termination for Unsatisfactory Performance.** The Board may terminate this Contract at any time if the evaluation of the Superintendent performed as provided herein demonstrates to a majority of the Board that the Superintendent's performance has been unsatisfactory. If the Board elects to terminate the Superintendent's Contract for unsatisfactory performance, the Board shall

pay to the Superintendent as severance pay and in full satisfaction of the Board's obligations hereunder, a lump sum equivalent to her salary, annuity, and benefits for one year.

The Superintendent agrees that the Board has sole and absolute discretion to decide upon termination for unsatisfactory performance, and that in the event of such determination she waives all rights to contest or challenge the Board's decision and will accept the benefits provided above in full satisfaction of the Board's obligations hereunder and in full release of any and all claims against the Board. As a condition precedent to the right to receive these enumerated benefits and prior to payment of these benefits, the Superintendent shall sign and deliver to the School Board a release of all claims under this Contract or any other employment rights that may inure to her benefit.

16. SAVINGS CLAUSE

This Contract is severable. If any part or provision of this Contract is declared illegal or unenforceable by a court of competent jurisdiction, such part or parts shall be deleted and the remaining provisions shall not be affected but shall continue in full force and effect.

17. LAWS OF FLORIDA

This Contract shall be applied and in all respects interpreted according to the laws of the State of Florida. Sole and exclusive jurisdiction for any action shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County.

18. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and may be amended only by written document signed by both parties.

SUPERINTENDENT

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

Lori White

BY: _____
Dr. Kathy Kleinlein, Chair

DATE: _____

DATE: _____