

**SECOND AMENDMENT TO SUPERINTENDENT'S  
EMPLOYMENT CONTRACT**

THIS SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT is made this 7<sup>th</sup> day of August, 2018, between the School Board of Sarasota County, Florida ("Board") and C. Todd Bowden ("Superintendent" or "Dr. Bowden").

**WITNESSETH:**

**WHEREAS**, the Board and Superintendent have entered into an Employment Contract dated November 1, 2016 and which was amended on May 15, 2018; and

**WHEREAS**, the Employment Contract currently terminates on June 30, 2020, and provides for termination without cause; and

**WHEREAS**, the parties wish to further amend the Employment Contract on the terms stated below.

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

1. The parties wish to extend the length of the contract so that it now expires on June 30, 2022. Accordingly, Paragraphs 3 and 4 of the Employment Contract are deleted and replaced in their entirety with the following:

**"3. TERM OF AGREEMENT**

This Contract shall be effective March 1, 2017, and shall remain in full force and effect through and including June 30, 2022, unless terminated earlier as provided in paragraph 14 below. The anniversary date of this Contract shall be July 1 of any year. Each July 1 to June 30 time period shall be deemed a "Contract Year."

#### **4. RENEWAL OF AGREEMENT**

On or before June 30, 2021, the Superintendent and the Board shall either extend or not extend this Contract for an additional year. Subject to paragraph 14 below, regardless of the action taken by the Superintendent and the Board at that time, this Contract will remain in effect through June 30, 2022.

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

- A. The Board may, by majority vote, extend the Contract for an additional year, or through June 30, 2023.
- B. The Board may, by majority vote, decide to negotiate a successor contract. Such negotiations shall be concluded no later than February 1, 2022.
- C. The Board may omit taking any action on the Contract renewal and the Contract will expire by its own terms on June 30, 2022.
- D. The Superintendent may request that the Board not consider extending the Contract. In such case, the Contract will expire by its own terms on June 30, 2022.

In the event the Contract is extended pursuant to subparagraph A above in 2021 or any succeeding year, the renewal options shall be repeated on or before June 30<sup>th</sup> of the next year."

2. The parties wish to delete the provision providing for the possibility of termination without cause and related severance payment. Accordingly, Paragraphs 14A and 14B of the Employment Contract are deleted and not replaced.

3. In the event of any inconsistency between this Second Amendment, the Employment Contract and the Amendment dated May 15, 2018, this Second Amendment shall prevail. In all other respects, the terms of the Employment Contract shall remain in full force and effect.

SUPERINTENDENT

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

\_\_\_\_\_  
C. Todd Bowden

BY:

\_\_\_\_\_  
Bridget Ziegler, Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_