

**SUPERINTENDENT' S**  
**EMPLOYMENT CONTRACT**

THIS CONTRACT is made this 1<sup>st</sup> day of November, 2016, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("Board") and C. Todd Bowden ("Superintendent" or "Dr. Bowden").

**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 Dr. Bowden 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**, Dr. Bowden 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 term 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 employs Dr. Bowden as Superintendent of Schools for Sarasota County, Florida, for the period and under the terms and conditions of this Contract.

**2. DUTIES**

Dr. Bowden 's responsibilities, duties and functions shall include, but not be limited to, the following:

- A. Serve as the Secretary to the Board and Chief Executive Officer of the School District as prescribed by Florida law and Board policy. Dr. Bowden shall be delegated all powers and duties necessary to the efficient management and administration of the District to the full extent permitted by law, including the hiring, terminating, organizing, reorganizing, assigning or reassigning administrative staff of the District deemed necessary to

  
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effective positive change for students within the District and such other duties and responsibilities prescribed by Section 1001.51, Florida Statutes. He shall also be responsible for providing internal monitoring data and reports as required by Board policies.

- B. Represent the interests of the Board and the District in day-to-day engagement with parents, other citizens, community organizations, and governmental agencies.
- C. Perform other duties and functions as assigned or required by Board policies and Florida and Federal laws.

### **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, 2020, 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, 2019, 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, 2020.

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, 2021.
- B. The Board may, by majority vote, decide to negotiate a successor contract. Such negotiations shall be concluded no later than February 1, 2020.
- C. The Board may omit taking any action on the Contract renewal and the Contract will expire by its own terms on June 30, 2020.

  
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- 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, 2020.

In the event the Contract is extended pursuant to subparagraph A above in 2019 or any succeeding year, the renewal options shall be repeated on or before June 30<sup>th</sup> of the next year.

## 5. COMPENSATION

A. **Base Salary.** The initial annual base salary for the first full Contract Year of the Contract (July 1, 2017 - June 30, 2018) shall be \$185,000, prorated for the period March 1, 2017 through June 30, 2017. The base salary for each succeeding Contract Year (beginning with the Contract Year commencing July 1, 2018) shall be the previous year's base salary, and, if the Superintendent receives an overall evaluation rating of effective on the evaluation completed by the Board on or about the previous June, the Superintendent shall receive a salary increase as determined in the sole discretion of the Board.

B. **Performance Pay/Annual Performance Goals.** In addition to the Base Salary described above, beginning in the Contract Year starting on July 1, 2017 and in each subsequent Contract Year this Contract is in effect, the School Board shall commit an additional \$15,000 which the Superintendent shall be eligible to receive as Performance Pay. On or before June 30, 2017, the School Board shall set goal(s) for the Superintendent and/or School District to complete or perform during the 2017-18 Contract Year. The School Board shall consult with the Superintendent about the establishment of these goals but will retain the absolute discretion to establish both the goals and the amount or percentage of the Performance Pay that the Superintendent may earn by the achieving of a particular goal. The goal(s) and the amount of Performance Pay for the achieving of any particular goal shall be established by a majority vote of the members of the Board. This procedure for goal setting shall be completed by the School Board on or before June 30 of each Contract Year to establish Performance Pay goals for the next Contract Year. Any Performance Pay received by the Superintendent will not become part of the Superintendent's Base Salary.

C. **Special Qualification Salary.** In addition to the base salary provided in subparagraph 5(A) above, Dr. Bowden shall receive an additional annual special qualification salary of \$2,000 per year upon meeting the certification requirements established by the Florida Department of Education, as described in Section 1001.47(4) (a), Florida Statutes. If Dr. Bowden becomes certified during a contract year, he shall, in that year, receive a pro rata share of the special qualification salary based on the remaining period of the year. In order to remain qualified to receive the special qualification salary, Dr. Bowden shall be required to complete each year a course of continuing education as prescribed by the Florida Department of Education, as described in Section 1001.47(4) (c), Florida Statutes.

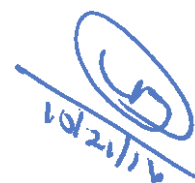
D. **Florida Retirement System.** The Superintendent shall be entitled to participate in the Florida Retirement System. The Board shall pay the Superintendent's required employee contribution to the Florida Retirement System.

E. **Life Insurance.** The Superintendent shall be entitled to the \$50,000 life insurance policy provided for all other employees of the Board.

F. **Hospitalization and Medical Expense and Disability Insurance.** The Superintendent and his spouse/family 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. The Superintendent shall be eligible to continue purchasing health insurance from the Board, at his own expense, in the same manner as all school district employees upon his retirement. In addition, the Board will pay the cost of long-term disability insurance for the Superintendent. In the event of permanent disability, the long-term disability insurance shall provide an income equivalent to 60% of the Superintendent's Base Salary to normal social security retirement age.

## 6. LEAVES

The Superintendent shall earn twenty (20) days of annual paid leave each Contract Year, beginning July 1, 2017. This is in excess of normal holidays of the School District. This leave shall accumulate up to 60 days, at a rate of no more than ten (10) days per year, and any unused portion of less than or equal

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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 10 days per year in any contract year as long as the request is made prior to the end of the Contract Year. The Superintendent shall be entitled to receive sick leave to the same extent as the Board provides for other twelve month administrative employees. Additionally, the Superintendent shall be granted five (5) days of annual leave upon his beginning employment. All benefits previously accrued by Dr. Bowden while serving as an employee of the School Board shall remain unchanged.

## **7. OTHER BENEFITS**

A. **Professional Growth.** The Board encourages the continuing professional growth of the Superintendent and will permit reasonable time away from his 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 his ability to perform his 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 he is spending an unreasonable amount of time away from his regular duties.

B. **Professional Activities.** The Superintendent shall devote his 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 his 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

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is reasonable, and may restrict the Superintendent's activities under this paragraph if it determines that he is spending an unreasonable amount of time away from his 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, and, with prior approval of the Board, other professional superintendent's organizations membership in which will contribute to the performance of his duties. The Board will also pay membership dues for the Superintendent to maintain membership in one local civic organization to be designated by him.

**8. EXPENSES**

A. **Automobile Expense.** The Board will pay to the Superintendent a supplement of \$650 per month which the Superintendent will use to provide himself with the use of an automobile and all expenses relating thereto. He may elect to receive this in a single annual payment, or to have it included in his periodic compensation payments. The Superintendent will not receive any reimbursement/mileage for in county travel. Out of county travel will be reimbursed in the same manner as any other employee.

B. **Miscellaneous Business Expense.** In recognition that the Superintendent is required, in the performance of his 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 \$500 per month in recognition of unreimbursed expenses incurred by him in the performance of his duties. He may elect to receive this in a single annual payment, or to have it included in his periodic compensation payments.

**9. REVIEW OF PERFORMANCE**

A. **Annual Evaluation.** The Superintendent's evaluation, salary adjustment, performance pay and reemployment will be based on the performance of the Superintendent and the achievement of District goals. Beginning with the 2017-18 school year, the Board will render a formal evaluation of the performance of the Superintendent on or before June 30 of each Contract Year. The results of this annual evaluation shall be

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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 a public meeting. 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 him by Florida law and this Contract. The School Board shall consult with the Superintendent about the criteria and the evaluation instrument but will retain the absolute discretion to establish both. 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 5B above.

**10. 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 his capacity as agent or employee of the Board, which may arise while the Superintendent is acting within the scope of his 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.

**11. 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

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full findings to the Superintendent personally, and shall report to the Board whether the Superintendent is able to perform his duties as Superintendent. 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 14(E) below.

## **12. 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 of his 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.

## **13. RESIDENCE**

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

## **14. TERMINATION OF CONTRACT**

**A. Termination Without Cause.** The Board may remove Dr. Bowden from the position of Superintendent at any time during the term of this Contract, without cause, upon an affirmative vote of a majority of the Board's members. Nothing in this Contract shall prevent the Board from exercising its discretion to terminate this Contract and the services of Dr. Bowden, upon an affirmative vote of a majority of the Board's members. Dr. Bowden shall receive thirty (30) days written notice of any such determination by the Board to terminate this Contract. Dr. Bowden expressly waives any right he might otherwise have to object to the reasons for his termination, prior notice and/or a hearing in connection with the termination of his employment, except as expressly provided in this Contract.

**B. Severance Compensation.** In the event the Board exercises its discretion to terminate Dr. Bowden's employment without cause pursuant to Section 14A above, the Board agrees to pay Dr. Bowden a lump sum equivalent to the Superintendent's salary and benefits for 20 weeks at the rate then in effect or the maximum allowed by Section 215.425, Florida Statutes, whichever is less. All compensation paid to Dr. Bowden pursuant

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to this provision shall be considered liquidated damages.

**C. Termination for Cause.** Dr. Bowden may be dismissed for cause from his employment for conduct which is seriously prejudicial to the Board or the School District including, without limitation, willful neglect of duty, material breach of this Contract, violation of the Code of Ethics applicable to members of the teaching profession in Florida, violation of the Code of Ethics prescribed by Chapter 112, Florida Statutes (as amended), conduct precluded by Rules 6B-1.001, 6B-1.006 and 6B-4.009, Florida Administrative Code (as amended), or for "just cause" as determined by Section 1012.33, Florida Statutes (as amended). Notice of termination for cause shall be given in writing and Dr. Bowden shall be entitled to such due process rights as provided by state law and Board policy. If this Contract is terminated for cause, Dr. Bowden's term of office shall immediately cease. If terminated for cause, Dr. Bowden shall be ineligible for any other compensation or benefits; however, he shall be entitled to payment for any earned, accrued and unused annual leave to the extent permitted by Board policy.

**D. Benefits Upon Termination.** In the event of termination of this Contract, Dr. Bowden's medical insurance will be addressed in accordance with any federal or state law or regulations in effect at the time of termination.

**E. Incapacity.** In the event Dr. Bowden becomes unable to perform any or all of his duties with reasonable accommodations under this Contract due to illness, accident or other cause beyond his control and if said inability continues for a period of more than thirty (30) consecutive days, the Board may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of Dr. Bowden under this Contract. If such incapacity continues for more than ninety (90) consecutive days, the Board may, in its sole discretion and upon an affirmative vote of a majority of the Board's members, terminate this Contract whereupon the respective duties, rights and obligations of the parties hereto shall terminate including any obligations for severance pay contained in paragraph 14B above. In the event of termination due to incapacity, Dr. Bowden shall continue to receive the salary and benefits provided in this Contract for a period of ninety (90) days from the date his employment is terminated. The Board's decision and determination as to the incapacity of Dr. Bowden shall be final and shall be based upon the opinion of a licensed medical physician. Dr. Bowden hereby consents to an examination by a medical doctor as requested by the Board pursuant to this

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provision. The parties agree that the Board may select the licensed physician who will perform any such medical examination.

**F. Resignation.** If Dr. Bowden should at any time elect to resign his position as Superintendent, he agrees to provide the Board not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to the Board, in accordance with the notice provisions of this Contract, this contract and all rights and obligations created hereunder, shall terminate unless the Board elects to terminate the Contract earlier or unless the parties mutually agree to a different date of resignation. Absent such mutual agreement or a vote by the Board to terminate this Contract earlier, such written resignation shall become effective on the 90<sup>th</sup> day after its deliver to the Board and shall become final. Without regard to whether it was accepted or not by the Board, such written resignation may not be withdrawn or revoked by Dr. Bowden without the consent and agreement of the Board through a properly adopted motion by the Board at a regularly scheduled meeting. All salary and other benefits which are or would be payable or accrue to Dr. Bowden under this Contract shall be prorated as of the effective date of the resignation. Dr. Bowden shall be entitled to receive payment for any earned, accrued and unused annual leave.

**G. Benefits Upon Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent. If termination is a result of death, Dr. Bowden's estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for the employees of the District in which he participated and any salary, reimbursement, earned, accrued and unused annual leave or benefits, and any other payments due and owing under this Contract as of the date of death. If termination is as a result of retirement, Dr. Bowden shall be entitled to any salary, reimbursements, earned, accrued and unused leave or benefits, and any other payments due and owing under this Contract as of the date of retirement.

**H. Mutual Agreement.** This Contract may be terminated by mutual agreement of Dr. Bowden and the Board in writing upon mutually agreed upon terms and conditions. Termination under this provision does not require the Board to pay any or all of the Severance Pay pursuant to paragraph 14B above unless expressly agreed to by the parties at the time of the mutual separation.

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**15. WAIVER**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or a modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

**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. NOTICES**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To the Board: School Board of Sarasota County, Florida  
Attn: School Board Chair  
1960 Landings Blvd.  
Sarasota, FL 34231

With a copy to: Arthur S. Hardy, General Counsel  
Matthews Eastmoore

Handwritten signature and date: 12/21/16

1626 Ringling Blvd., Suite 300  
Sarasota, FL 34236

To Dr. Bowden: Superintendent of Schools  
1960 Landings Blvd.  
Sarasota, FL 34231

With a copy to: Jennifer B. Compton, Esq.  
Shumaker, Loop & Kendrick  
240 South Pineapple Ave., Suite 1000  
Sarasota, FL 34236

**19. CONTRACT PREPARATION**

The parties acknowledge that they have been advised and have had the opportunity to obtain whatever advice and counsel as was necessary for each of them to form a full and complete understanding of all rights and obligations herein. Matthews Eastmoore is legal counsel representing the School Board and has initially drafted this Contract. As each party has had the opportunity to review and negotiate this Contract, the parties agree that the preparation of this Contract has been their joint effort. This Contract contains the parties' mutual expressions and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**20. ENTIRE AGREEMENT**

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

**SUPERINTENDENT**

Dr. C. Todd Bowden

**THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

BY: \_\_\_\_\_

Shirley Brown, Chair

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

10/21/2016

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