




To: Board Members
Superintendent

From: Scot Lempe 
Deputy Superintendent

Date: September 1, 2016

Subject: Work Session—Superintendent Search

As you know, we've added a short work session to your calendar for the afternoon of September 6, 2016. The primary purpose of that work session is to continue our conversation about the employment contract for our next Superintendent. Given however, that at your regularly scheduled meeting that evening you'll be voting to accept recommendations from the Superintendent Search Community Advisory Committee, we'd also like to take just a few minutes to discuss those recommendations. To help facilitate both conversations we've included the following information:

Tab 1. Recommendations from the Superintendent Search Community Advisory Committee. At this tab are the names and numbers of the candidates whom your advisory committee feels deserve your further consideration. The candidates are NOT in a ranked order—this is simply a list. We'd ask that you review the list and be prepared to discuss anyone you think should be added to, or deleted from, this list to ultimately create your list of semi-finalists.

The remainder of the read-ahead is intended to facilitate conversation regarding the employment contract.

Tab 2. A Red-Line Version of the Contract You Reviewed at Your Last Work Session. Note that we've attempted to capture the feedback you provided as part of our last discussion.

Tab 3. Other Active Superintendent Contracts in the State of Florida. One of the things you asked us for was a set of other Superintendent contracts from across the state. We've included six such contracts here for your review and comparison including: Charlotte, Lee, Manatee, Orange, Palm Beach, and Seminole.

Tabs 4 & 5. Tabs 4 & 5 provide comparative salary information. Tab 4 is a Salary Comparison from the FSBA of the salaries, and district sizes, from 19 districts across

Florida. Tab 5 is a 2015 report of the Salaries of Elected County Constitutional Officers and School District Officials published by the Legislature's Office of Economic and Demographic Research. Salary comparisons begin at Table 2, on Page 8 and continue at Table 3 on Page 9.

Tab 6. Special Qualification Salary. This is a topic the Board has not yet discussed as part of the Superintendent's compensation package. In some Districts superintendents receive an additional amount for obtaining and keeping certain certifications. Should the Board want to pursue that idea we've included some draft language that could be included in a contract.

Our goals for this workshop are two-fold. First, that the Board agree upon a list of candidates for further consideration that you will vote to accept on the evening of September 6, 2016 and, second, to continue the dialog regarding the specifics of the Superintendent's Employment Contract. We look forward to an open and candid conversation with you. Please let me know if you have any questions or need more information before the work session next week.

Tab

1

| Superintendent Search Community Advisory Committee | |
|--|------------------------|
| Recommendations of Candidates for Further Consideration | |
| 1-Sep-16 | |
| Candidate Number | Candidate Name |
| 6 | Bowden, Todd |
| 23 | Lockman, Bambi |
| 27 | Rynberg, Andrew |
| 34 | Porter, Mark |
| 37 | Asplen III, Brennan |
| 42 | Anderson, Arthur 'Rob' |
| 47 | Gordon, Kevin |
| 49 | Cartwright, Vickie |
| | |
| | |
| | |
| | |

Tab

2

SUPERINTENDENT'S
EMPLOYMENT CONTRACT

THIS CONTRACT is made this _____ day of _____, 2016,
between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("Board")
and _____ ("Superintendent" or " ").

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 _____ 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, _____ 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 _____ as Superintendent of
Schools for Sarasota County, Florida, for the period and under
the terms and conditions of this Contract.

2. DUTIES

_____ 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. The Superintendent shall faithfully perform all
duties required by Florida law of a superintendent and shall
perform 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 and the United States, 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 _____, 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, ~~three~~ four consequences can occur:

- A. The Board may, by majority vote, extend the Contract ~~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, 2021.
- B. The Board may, by majority vote, decide to negotiate a successor contract. Such negotiations shall be concluded no later than February 1, 2021.
- ~~BC.~~ The Board may omit taking any action on the Contract renewal and the Contract will expire by its own terms on at a regular meeting may by majority vote of the Board's members decline to extend the Contract beyond June 30, 2020.

ED. The Superintendent may request that the ~~automatic Board not consider extending the Contract. 1-year extension not occur.~~ 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 30th 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 \$_____, prorated for the period _____, 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. ~~the same percentage wage increase, if any, as other twelve month administrators of the District. In no event, however, will the Superintendent's percentage wage increase exceed that received by members of the Instructional Bargaining Unit.~~

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 _____% of the Superintendent's Base Salary (or \$_____) 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 ____ Base Salary.

C. **Tax Sheltered Annuity.** The Board shall additionally contribute an amount equal to ____% 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 ____ own expense, will also be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b), 457(b), or 401(k) of the Internal Revenue Code, Florida and School District policy.

Comment [AH1]: Subject to further discussion by the Board.

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 ____ 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 ____ own expense, in the same manner as all school district employees upon ____ 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 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~~ 10 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. Additionally, the Superintendent shall be granted five (5) days of annual leave upon _____ beginning employment.

7. OTHER BENEFITS

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

B. **Professional Activities.** The Superintendent shall devote _____ 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 _____ 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 _____ is spending an unreasonable amount of time away from _____ 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 _____ duties. The Board will also pay membership dues for the Superintendent to maintain membership in one local civic organization to be designated by _____.

8. EXPENSES

A. **Automobile Expense.** The Board will pay to the Superintendent a supplement of \$_____ per month which the Superintendent will use to provide _____self with the use of an automobile and all expenses relating thereto. _____ may elect to receive this in a single annual payment, or to have it included in _____ 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 _____ 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 \$_____ per month in recognition of unreimbursed expenses incurred by _____ in the performance of _____ duties. _____ may elect to receive this in a single annual payment, or to have it included in _____ periodic compensation payments.

C. **Relocation expenses.** The Board shall pay _____ a single lump sum of \$_____ on or before _____ for _____ relocation expenses in relocating to Sarasota County, including but not limited to a house hunting trip, moving personal possessions, travel, and temporary living expenses.

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 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 _____ 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 _____ capacity as agent or employee of the Board, which may arise while the Superintendent is acting within the scope of _____ 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 full findings to the Superintendent personally, and shall report to the Board whether the Superintendent is able to perform _____ 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(C)(2) 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 _____ 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 _____ 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 _____, upon an affirmative vote of a majority of the Board's members. _____ shall receive thirty (30) days written notice of any such determination by the Board to terminate this Contract. _____ expressly waives any right _____ might otherwise have to object to the reasons for _____ termination, prior notice and/or a hearing in connection with the termination of _____ employment, except as expressly provided in this Contract.

B. Severance Compensation. In the event the Board exercises its discretion to terminate _____'s employment without cause pursuant to Section 14A above, the Board agrees to pay _____ a lump sum equivalent to the Superintendent's salary, annuity, 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 _____ pursuant to this provision shall be considered liquidated damages.

C. Termination for Cause. _____ may be dismissed for cause from _____ 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 _____ shall be entitled to such due process rights as provided by state law and Board policy. If this Contract is terminated for cause, _____'s term of office shall immediately cease. If terminated for cause, _____ shall be ineligible for any other compensation or benefits; however, _____ 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, _____'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 _____ becomes unable to perform any or all of _____ duties with reasonable accommodations under this Contract due to illness, accident or other cause beyond _____ 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 _____ 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, _____ shall continue to receive the salary and benefits provided in this Contract for a period of ninety (90) days from the date _____'s employment is terminated. The Board's decision and determination as to the incapacity of _____ shall be final and shall be based upon the opinion of a licensed medical physician. _____ hereby consents to an examination by a medical doctor as requested by the Board pursuant to this provision. The parties agree that the Board may select the licensed physician who will perform any such medical examination.

F. Resignation. If _____ should at any time elect to resign _____ position as Superintendent, _____ 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 90th 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 _____ 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 _____ under this Contract shall be prorated as of the effective date of the resignation. _____ 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, _____'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 _____ 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, _____ 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 _____ 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.

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
1626 Ringling Blvd., Suite 300
Sarasota, FL 34236

To _____ : _____

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

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

BY: _____
Shirley Brown, Chair

DATE: _____

DATE: _____

Tab

3

**EMPLOYMENT CONTRACT
BETWEEN STEPHEN DIONISIO AND THE
SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA**

THIS EMPLOYMENT CONTRACT, made and entered into this 23rd day of June, 2015, by and between the School Board of Charlotte County, Florida, hereinafter referred to as "Board", and Stephen Dionisio, hereinafter referred to as "Superintendent".

WITNESSETH:

WHEREAS, the Superintendent has been an employee of the Charlotte County School Board since October, 1990, and

WHEREAS, the Board has selected the Superintendent to serve as the Superintendent of Schools for Charlotte County, Florida,

NOW THEREFORE, pursuant to Sections 1001.461 and 1001.50, Florida Statutes, the Board and the Superintendent, for the consideration herein specified, agree that Superintendent shall serve as Superintendent of Schools for Charlotte County, Florida, subject to the terms and limitations of this Contract.

1. Superintendent shall serve as Superintendent of Schools for Charlotte County, Florida, subject to the terms and conditions of this Contract.

2. TERM. The term of this Contract shall be from October 1, 2015 through September 30, 2018.

3. RESPONSIBILITIES OF SUPERINTENDENT.

A. Duties. The Superintendent shall perform his duties in accordance with Federal law, Florida Statutes, State Board of Education Rules and Board policy, and in strict accordance with any applicable ethical standards. The Superintendent shall attend Board meetings, shall make recommendations to the Board as appropriate, and shall serve as Chief Executive Officer for the Board. The Superintendent shall assign the administrative and supervisory staff in a manner which, in his judgment, best serves the public schools of Charlotte County, Florida. The responsibility for selection or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board as provided in Section 1012.22, F.S.

B. Outside Activities. The Superintendent shall devote his time, attention and energies to the affairs of the school district. The Superintendent may engage in professional activities which do not impair the performance of his duties as stated above. The Superintendent shall receive up to five (5) days of professional leave per year for such activities.

C. Absence from the District. The Superintendent shall advise the Board of any time when the Superintendent will be absent from the school district for a period of more than two (2) working days.

4. **RESPONSIBILITIES OF THE BOARD.** The Board shall perform its duties in accordance with Federal law, Florida Statutes, State Board of Education Rules and Board policy. The Board, as well as individual Board members, shall refer concerns and complaints to the Superintendent. Individual Board members have no authority to take action or direct the Superintendent except with express authorization by majority vote of the Board.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.**

A. Seminars and Conferences. The Board encourages the continuing professional growth of the Superintendent through participation in:

- (1) Activities conducted or sponsored by local, state and national school administrator and school board associations, including but not limited to Florida School Boards Association (FSBA), Florida Association of District School Superintendents (FADSS), and the Florida School Board Insurance Trust (FSBIT) ;
- (2) Seminars and courses offered by public or private educational institutions; and
- (3) Conferences which may improve the Superintendent's capacity to perform his professional responsibilities.

B. Meeting Attendance: Line-of-duty Leave and Travel Expense Reimbursement. The Superintendent may take up to ten (10) work days per year of line-of-duty leave to attend such meetings, and the Superintendent shall be eligible for travel expense reimbursement outside of the Charlotte County in accordance with Section 112.061, Florida Statutes. The Board, in its discretion, shall approve the Superintendent's leave request for said professional growth activities which exceed three (3) consecutive work days in length. The Superintendent may take additional line-of-duty leave days if said leave is taken for the purpose of conducting business for the Board.

C. Membership Fees. The Board shall pay, on behalf of the Superintendent, the annual membership dues for the American Association of School Administrators, the Florida Association of School Administrators, FADSS, appropriate community organizations, and similar organizations, as approved by the Board, membership in which will contribute to the performance of his duties.

D. Reimbursement. The Board shall pay, on behalf of the Superintendent, all sums eligible for reimbursement under Section 112.061, Florida Statutes.

6. **COMPENSATION.** For all services rendered by the Superintendent under this Contract, the Board shall pay the Superintendent a base salary of One Hundred Fifty Thousand Dollars (\$150,000.00) per year.

A. **Pay Increases.** Effective July 1, 2016, the Superintendent shall receive a pay increase equal to the average percentage increase granted the Charlotte County School District instructional bargaining unit or three percent (3%), whichever is less. Said increase shall be made retroactive to July 1 of the fiscal year in which the bargaining process is completed and shall be calculated in accordance with past practices.

The Board may, at its sole discretion, grant additional pay increases at any time due to the Board's assessment of current conditions or any other factors bearing on the Superintendent's performance and compensation.

B. **Incentive.** Effective July 1, 2016, Superintendent shall be eligible for a salary increase based on the performance of the School District in Florida's statewide public school standardized test rankings. If the District's overall ranking, based on statewide standardized testing, improves by ten (10) or more positions over the District's ranking established by the tests administered during the 2014-2015 academic year, the Superintendent shall receive a pay increase of \$5,000.00.

C. **Supplemental Salary.** In lieu of providing a vehicle, paying in-county mileage, and in order to offset his personal expenses in connection with the performance of his duties, the Board shall pay the Superintendent the sum of Seven Hundred Twenty-Five Dollars (\$725.00) per month as supplemental salary.

D. **Longevity Supplement.** The Board shall annually pay the Superintendent the Longevity Supplement indicated on the Administrative Salary Schedule for Charlotte County School District administrators.

E. **Deferred Benefit.** During each year that this Contract is in effect, the Board shall contribute a sum equal to ten percent (10%) of the Superintendent's annual salary on behalf of the Superintendent to a retirement plan qualified under § 403-B of the IRS code selected by the Superintendent.

F. **Furlough Days.** In the event that the Board or Superintendent imposes one or more mandatory furlough days on Board administrative staff on 250-day employment contracts, the Superintendent shall also be subject to such imposition for a like number of days.

7. **EMPLOYEE BENEFITS.**

A. Vacations. As of the effective date, the Superintendent shall be entitled to two (2) days of vacation for each month of service under this Contract. If the aggregate number of days exceeds sixty (60), the cash value of all such excess days may, at the Superintendent's option be paid to the Superintendent on June 30th of each fiscal year. The Superintendent shall be entitled, at his election, to use or be paid for all previously accrued vacation leave upon resignation or termination at his pay rate at the time of termination.

B. Sick Leave. As of the effective date, the Superintendent shall be entitled to one (1) day of sick leave per each full month of employment. The Superintendent shall be entitled to become a member of the District sick leave pool. The Superintendent, at his discretion, may use any or all previously accrued sick leave days as he sees fit. Upon resignation or termination, any unused days shall be paid out in full at the rate of pay in effect on that date.

C. Personal leave. The Superintendent shall be granted up to four (4) personal leave days each year. These personal leave days shall not be counted as, nor deducted from, the Superintendent's available sick leave.

D. Health Insurance. The Superintendent shall have the option of participating in any health insurance plan offered to the employees of the school district, provided he pays the premium for any health insurance plan selected less any Board contributions or credits available to school district employees. Except as provided by law, the Superintendent shall be treated as any other district employee for the purposes of any preexisting condition requirements. Upon retirement, the Superintendent shall be permitted to participate in the basic health care plan with any primary coordinating coverage offset at no cost to the Board. The Superintendent must elect such participation within thirty (30) days after his official date of retirement.

E. Life Insurance. The Board shall provide term life insurance coverage for the Superintendent in the amount of Fifty Thousand Dollars (\$50,000.00).

F. Disability Insurance. The Superintendent shall be entitled to the same disability insurance plan provided to school district employees.

G. Medical Examination. The Superintendent agrees to have a comprehensive medical examination once annually, if requested by the Board. The cost of such medical report and examination being borne by the Board. The Superintendent shall furnish to each member of the Board a statement from the physician who rendered such physical examination, in substantially the following words:

"I have conducted a complete physical examination of Stephen Dionisio on _____. In my opinion, he is capable of

carrying out the duties of Superintendent of Schools of Charlotte County.

_____, M.D.”

The Superintendent need not furnish to the Board members or Board a copy of the medical examination report made by the physician and furnished to the Superintendent, the above statement being sufficient compliance with the Board's objective in understanding the physical well-being of the Superintendent to perform his duties. Further, the Board shall have the right at anytime during the term of this Contract to require that the Superintendent submit to a psychiatric examination by at least two (2) qualified psychiatrists selected by the Board, and the Superintendent agrees to submit to such examination and to allow the reports of said psychiatrists to be furnished to the Board. The cost of such examination shall be borne by the Board.

H. **Death.** If the Superintendent dies during the term of his employment, the Board shall pay to the spouse of the Superintendent if she survives him, or the estate of the Superintendent, as the case may be, the compensation which would otherwise be payable to the Superintendent for a period of one month. Such payments shall be in addition to any and all other death benefits for which the Superintendent is qualified and entitled to receive.

8. **DELIVERY OF NOTICES.** Any notices required or permitted to be given under this Contract shall be sufficient if placed in writing, and if sent by first class mail or hand delivered to the Superintendent's residence or, in the case of the Board, the Office of the Board of Charlotte County, located at 1445 Education Way, Port Charlotte, Florida, 33948-1053.

9. **PROFESSIONAL LIABILITY.**

A. **Defense and Hold Harmless.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding any matters resulting from criminal acts or willful and wanton misconduct of the Superintendent. Notwithstanding the foregoing, individual Board members shall in no event be personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. If conflict exists concerning the defense to such a claim between the legal position of the Board, the Superintendent may engage independent counsel, in which event the Board shall reimburse the Superintendent for the reasonable costs of legal representation.

B. **Adverse Matters.** The Board shall not, however, be required to pay any costs of any legal representation in the event the Board and the Superintendent are adverse parties in any termination proceedings.

10. PERFORMANCE ASSESSMENT.

A. **Term.** The Board shall assess the performance of the Superintendent annually.

B. **Criteria.** The criteria for the assessment shall be established mutually by the Board and the Superintendent. The criteria shall include assessment of the performance of the duties of the Superintendent as referenced in this Contract, the Superintendent's personal goals, and the goals set forth in the school district strategic plan to be determined mutually by the Board and the Superintendent. For subsequent contract years, any additional criteria shall be established by June 1.

C. **Reporting.** The Superintendent shall be responsible for reporting to the Board any goals for which satisfactory progress was not made, in addition to documentation of District achievement.

11. TERMINATION OF CONTRACT. This Contract may be terminated by:

A. **Retirement of the Superintendent pursuant to Florida law.**

B. **Disability of the Superintendent.** Should the Superintendent be unable to perform the essential functions of this position due to physical or mental disability and said disability exists for a period of more than six (6) months, the Board may, at its sole discretion, cease making periodic salary payments hereunder, or make partial salary payments after such period. If such disability continues for more than six (6) months, or if such disability is permanent, irreparable or of such a nature as to make performance of the Superintendent's duties impossible, the Board, at its option, taking into account all relevant factors including the medical likelihood of the Superintendent's recovery, may leave this Contract in place or terminate this Contract and, in that event, the respective duties, rights and obligations of each party shall terminate, provided the Superintendent has received not less than six (6) months salary pursuant to this provision. If a question exists concerning the capacity of the Superintendent to perform the essential functions of his position, the Board may require the Superintendent to submit to a physical or mental examination by a physician selected by the Board. The examination shall be done at the expense of the Board. The Superintendent shall be entitled to receive a full, confidential report from the examining physician or other qualified medical professional. The physician shall report to the Board only whether the Superintendent has a continuing disability which prohibits or impairs him from performing one or more of the essential functions of his position, said functions defined pursuant to Section 1001.51, Florida Statutes.

C. **Discharge for Cause.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for just cause within the meaning of Section 1012.33, Florida Statutes. The Superintendent shall have the right to receive written notice of

any such charges within twenty-four (24) hours of such discharge or earlier as available, and shall be afforded procedural due process as provided by law.

12. **ENTIRE AGREEMENT.** This instrument contains the entire Contract between the parties. Except as otherwise indicated above, it may not be modified other than by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

13. **SAVINGS CLAUSE.** If during the term of the Contract it is found that a specific clause is illegal under Federal or State law, the remainder of the contract shall not be affected, but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract upon the date indicated.

THE SCHOOL BOARD OF CHARLOTTE
COUNTY, FLORIDA

By: 
LEE SWIFT, Chairman


STEPHEN DIONISIO

APPROVED AS TO FORM:

By: 
MICHAEL R. MCKINLEY
School Board Attorney

**EMPLOYMENT CONTRACT
BETWEEN
DR. GREGORY K. ADKINS
AND
THE SCHOOL BOARD OF
LEE COUNTY, FLORIDA**

This employment contract made and entered into this 6th day of October, 2015, by and between the School Board of Lee County, Florida (hereinafter referred to as School Board) and Dr. Gregory K. Adkins, (hereinafter referred to as Superintendent).

WHEREAS, School Board desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which School Board believes improves the quality of its overall educational program;
and

WHEREAS, School Board and Superintendent believe that a written employment contract is necessary to describe the 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;

NOW, THEREFORE, School Board and the Superintendent, for the consideration herein specified, agree as follows:

1. Duties

The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by state and federal law. The Superintendent shall devote his full time, attention and energy to the business of the School District. He will not accept any form of employment other than that as Superintendent of the Lee County School District during the term of this and any subsequent contracts as long as he is employed as Superintendent of the Lee County School District unless specifically approved by the School Board.

2. Term

School Board, in consideration of the promises herein contained of Superintendent, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for Lee County, Florida for a term commencing October 7, 2015 and ending October 6, 2018.

The Board shall review this contract with the Superintendent on or before October 6, 2018, to determine whether to extend the term.

3. Compensation

School Board shall pay Superintendent at an annual salary rate of one hundred eighty five thousand dollars (\$185,000.00).

4. Fringe Benefits

Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with School Board except as provided herein; including, but not limited to, all forms of insurance protection, retirement program, choice of tax-sheltered annuities, sick leave, vacation leave, reimbursement for costs of official travel and other administrative employee benefits in conjunction with such other benefits which are specified herein.

5. Professional Associations

A. School Board shall pay Superintendent's dues, registration fees and membership charges to various local, state and national professional associations including the American Association of School Administrators, the Florida Association of School Administrators, and up to three (3) other professional groups as may be selected by the Superintendent. School Board shall permit a reasonable amount of release time to attend such regular meetings in addition to informational meetings with colleagues such as the Florida Association of District School Superintendents and to attend the meetings of any professional boards or task forces to the extent that the purpose of the convening of such task force or professional board is directly related to the performance of Superintendent's duties. Necessary fees for travel and expenses shall be reimbursed as permitted by state law.

B. Recognizing the importance of a strong working relationship between the School District and the community, School Board shall pay dues, membership fees and related expenses for membership in up to three (3) local service and civic organizations as approved by School Board Chair. Expenses related to participation in such organizations including, but not limited to, travel and meeting admission fees shall be paid by the School Board

6. Evaluation of Superintendent

The School Board shall evaluate the Superintendent, as provided in School Board Policy, by June 15, 2016 and by December 15, 2016, and by June 15 and December 15 of each subsequent year the contract remains effective.

7. Transportation Allowance

In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive an allowance of seven hundred twenty-five dollars (\$725.00) per month in lieu of reimbursement for in-county travel required in the performance of his official duties during his employment under this contract. Superintendent shall not be required to account for said allowance or file claim for travel expenses.

8. Professional Liability

School Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent or employee of the School Board, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The School Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board Members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, action and legal proceedings

9. Medical Examination

Annually by July 1st and when directed by School Board, Superintendent shall submit to a complete medical examination performed by a medical physician or physicians approved by School Board. Such physician(s) shall, upon request, report their full findings to Superintendent personally and shall report to School Board whether Superintendent is, and is likely to remain, physically able to perform his duties. At the request of School Board, such examinations shall include an evaluation of Superintendent's mental fitness to continue in his position. School Board shall pay all costs associated with such examinations and reports. Superintendent authorizes all such examining physicians to report all findings to School Board if School Board requests a full report.

10. Termination of Contract

A. Termination by School Board with Cause. Subject to the provisions of this Article, by a majority vote of its membership, the School Board shall have the right to terminate this Agreement and to remove Superintendent from office for any of the following reasons:

- i. Mutual agreement by and between the School Board and Superintendent.**
- ii. Voluntary retirement by Superintendent as defined by the Florida Retirement System (FRS).**
- iii. Disability of the Superintendent.** If the Superintendent is found to be medically incapable of carrying out his duties and responsibilities under this agreement as determined by a medical examination performed pursuant to paragraph 9 of this contract. The Board may request the Superintendent to submit to an additional medical examination or examinations paid for by the Board, to determine whether he is physically and mentally capable of continuing to perform the duties of his position.
- iv. The death of the Superintendent**
- v. The commission by Superintendent of any offense for which dismissal action against instructional personnel may be pursued as set forth in Section 1012.33, Florida Statutes, and more particularly**

defined in Florida Administrative Code, Section 6A-5.056, which specifically includes immorality, misconduct in office, incompetency, willful neglect of duties, drunkenness, gross insubordination, being convicted of or found guilty of or entering a plea of guilty to a crime involving moral turpitude; or the conviction of a crime which would disqualify a School District employee from further employment as established by Section 1012.315, Florida Statutes; or the commission or any act or misconduct as defined in Section 443.036(30), Florida Statutes; or any other act which impairs his effectiveness as Superintendent of the Lee County School District.

B. **Termination by School Board Without Cause.** Upon the provision of 30 days written notice, the School Board by a majority vote of its membership, may terminate the employment of the Superintendent without cause.

C. **Payment Upon Termination.** In the event of termination of this contract for any reason within the provisions of paragraphs 10.A. or E. hereof, the Superintendent will not be entitled to any amount of compensation for the remaining term of this contract after the date of termination.

D. **Process in the Event of Termination With Cause.** Notice of reasons for proposed discharge for cause pursuant to paragraph 10.A. v. of this contract, shall be provided in writing as required by paragraph 15 and Superintendent shall be entitled to a hearing in accordance with Chapter 120, Florida Statutes.

E. **Termination by Superintendent.** The Superintendent shall provide the Board with a minimum of 30 days advanced notice of his intent to terminate this agreement or otherwise resign his position for any reason.

11. Continuing Employment

In the event this contract of employment is terminated in any manner other than for cause pursuant to Section 10.A., the School Board, upon recommendation of the

successor Superintendent, shall appoint Superintendent to an administrative position of a pay grade equivalent to that held prior to assumption of duties as Superintendent.

12. Savings Clause

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

13. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation with respect to this contract, the parties agree that venue shall be in Lee County, Florida.

14. Assignment

This contract shall inure to the benefit of and shall be binding upon School Board and Superintendent, but may not be assigned by Superintendent.

15. Notices

Any notice required or permitted to be given under this contract, shall be sufficient if in writing and delivered to the party involved.

16. Attorney's Fees

Subject to Section 768.28, Florida Statutes, in the event that either party breaches this agreement and the other party is required to enforce the terms of this agreement, the prevailing party in any litigation shall be entitled to recover any and all costs incurred to and including reasonable attorney's fees prior to trial, at trial and/or on appeal. Notwithstanding the foregoing, Superintendent and School Board acknowledge and agree that School Board is entitled to the benefits of sovereign immunity as provided by Florida law and in no event shall the School Board's liability under this section exceed the liability limits established by Section 768.28, Florida Statutes.

17. Entire Agreement

This contract contains the entire agreement concerning employment arrangements between School Board and Superintendent. This contract may not be changed, modified or amended except by a writing signed by both parties.

18. Paragraph Headings

The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this contract.

19. Revocation of Previous Contract

All previous contracts of employment entered by Superintendent and School Board are hereby declared null and void.

IN WITNESS WHEREOF, School Board has approved this employment contract at a regular meeting and Superintendent has approved this employment contract on the day and year specified above.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By:

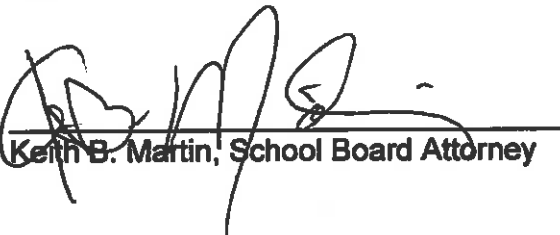
Mr. Steven Teuber, Vice Chair

By:



Dr. Gregory K. Adkins, Superintendent

Approved as to Form:



Keith B. Martin, School Board Attorney

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, executed in duplicate original, effective this 1st day of June, 2016, is made and entered into by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, 215 Manatee Avenue W, Bradenton, Florida 34205, hereinafter referred to as the "Board," and **DIANA GREENE**, hereinafter referred to as the "Superintendent."

WITNESSETH

WHEREAS, the Board wishes to employ the Superintendent to fully and faithfully perform all of the duties and responsibilities of the Superintendent of Schools for Manatee County, Florida as prescribed by Florida Statutes, State Board of Education Rules, the School Board of Manatee County Policies and Procedures Manual and such other additional duties as may be reasonably required by this Agreement and the School Board of Manatee County, Florida from time to time during the term of this Agreement; and

WHEREAS, the Superintendent accepts said offer of employment and agrees to fully and faithfully perform all of the above-referenced duties and responsibilities of the Superintendent of Schools for Manatee County, Florida.

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

1. **Superintendent of Schools of Manatee County:**

1.1. **Recitals:** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated by reference.

1.2. **Employment:** The Board hereby employs Diana Greene as Superintendent of Schools of Manatee County, Florida for the term of this Agreement.

2. **Services:** It is the intent of the parties, and a condition of this Agreement, that the Superintendent's employment by the Board shall be exclusive and that the Superintendent shall accept no other employment during the term of this Agreement, except as herein otherwise permitted in advance by the Board.

3. **Duties:**

3.1. The Superintendent shall be the Chief Executive Officer of the School Board of Manatee County, Florida and shall have charge of the administration of the School District of Manatee County. The Superintendent shall provide supervision directly and indirectly to all staff members and employees of the Board, and shall organize, reorganize, arrange

and direct the employees of the Board, as he deems to be in the best interest of the District and subject to any approvals required by the Board.

- 3.2. The Superintendent's duties for and during the term of this Agreement shall be as provided by Florida Statutes, other applicable laws of the United States and the State of Florida, rules of the State Board of Education, rules of other state and federal agencies which are applicable to the Superintendent's duties, policies and procedures as promulgated by the Board, and such other duties as may reasonably be required of the Superintendent by the Board from time to time during the term of this Agreement.
4. **Term of the Agreement:** This agreement shall remain in full force and effect from June 1, 2016 (the "Anniversary Date"), to and including June 30, 2020, subject to the provisions for extension or termination set forth in this Agreement. The Superintendent shall have no expectancy in continued employment and no property right therein beyond the term of this contract.
5. **Medical Examination:** The Board requires and agrees to pay for the Superintendent to undergo a physical examination prior to employment and an annual physical examination within two (2) months of the Anniversary Date of this contract performed by a medical physician or physician approved by the Board, with the results to be given to the Superintendent and the Board by the examining physician in the following form:

"It is my opinion after conducting a complete physical examination of Diana Greene that she is(is not) physically capable of performing the duties of the Superintendent."

SIGNATURE OF PHYSICIAN.

The remaining results of the physical examination, except for this one statement, shall be subject to doctor patient confidentiality.
6. **Goals:** The Board and the Superintendent shall establish School District goals prior to the beginning of each school year.
7. **Annual Evaluation:** The Board shall evaluate the Superintendent on an annual basis which evaluation shall be written and shall be a public document. The evaluation shall be related to the School District's goals and other factors within the evaluation instrument. The evaluation instrument shall be adopted by the Board no later than September 1. The evaluation instrument shall be designed to result in a score using the terms for performance pay as shown in paragraph 8.9, below, and the evaluation score shall thereafter be used to adjust the Superintendent's salary in accordance with paragraph 8.9. The Superintendent shall be evaluated on or before June 1, 2017 and on or before June 1st of each year thereafter.

8. **Compensation:**

- 8.1. **Salary:** The annual salary beginning June 1, 2016, shall be \$189,955.00 and this salary will be increased annually by the percentage increased for all District S.A.M.P. employees and further modified as provided for in subparagraph 8.9, below.
- 8.2. **Tax Sheltered Annuity:** In addition to the base salary provided above, the Board shall contribute monthly an amount equal to ten percent (10%) of the then current salary for a tax-sheltered annuity as selected by the Superintendent.
- 8.3. **Vacation:** The Superintendent shall earn twenty-five (25) working days of annual paid vacation each contract year. Any earned or accrued vacation days not used in one contract year will be carried over to the next year. The Superintendent may cash in at the then current daily rate of salary any portion of her accrued vacation days at any time, or he may allow the accrued days to be paid out at the end of her employment contract with the District. The Superintendent may accumulate a maximum of sixty (60) days vacation.
- 8.4. **Sick Leave:** The Superintendent shall earn one (1) day per month paid sick leave. This leave shall accumulate, and the unused portion will be payable on the last day of the Superintendent's employment at 50% of her then current daily rate of pay.
- 8.5. **Automobile Allowance/Expense Account/Technology Expenses:**
- 8.5.1. **Automobile Allowance:** The Superintendent shall be provided with a monthly supplemental salary of \$650.00 and the Superintendent shall not be entitled to in-county travel reimbursement. The Superintendent shall be reimbursed for out-of-county travel at the rate provided for by Florida law.
- 8.5.2. **Expense Account:** The Board shall provide the Superintendent an additional monthly supplemental salary of \$400.00 which shall be used for community and business related expenses incurred while performing the Superintendent's duties.
- 8.5.3. **Technology Expenses:** The Board will provide and maintain supplies, materials and technology, including but not limited to internet access, for the residence and office of the Superintendent necessary to support a contemporary Superintendent's technical requirements.
- 8.6. **Insurance:** The Board shall make available to the Superintendent, during the term of this Agreement, such health, dental, vision, short and long term disability insurance, life insurance and other flexible benefits as are generally made available to 12-month

administrative employees of the District. The cost of all such benefits shall be paid for by the Board to the extent that same are paid by the Board for other 12-month administrative employees. In addition, the Board shall offer the same health, dental and vision insurance benefits available to the Superintendent's eligible family members on the same basis as such benefits are offered to other 12-month administrative employees' family members.

- 8.7. **Personal Leave:** The Superintendent shall receive six (6) days per year for personal leave charged to accumulated sick leave, which may not be accumulated year to year.
- 8.8. **Florida Retirement System:** The Superintendent shall be entitled to participate in the Florida retirement system to the extent permitted by Florida law.
- 8.9. **Performance Pay:** The Superintendent's evaluation will be based on evaluation of the Superintendent and the achievement of District goals. The Superintendent's salary shall be adjusted as performance pay reflecting additional salary increases of 1.25% for ratings of highly effective, .5% for ratings of effective, and salary decreases of -.5% for ratings of needs improvement/developing and -1.25% for an unsatisfactory rating.
- 8.10. **Ex Post Facto Law:** The Superintendent's compensation as herein established shall not be diminished by any provision of law hereinafter enacted by the State of Florida and in no event shall be less than the total compensation as determined hereby and in accordance with the laws of Florida in effect as of the effective date of this employment agreement.

9. **Other Benefits:**

9.1 **Conferences and Meetings:**

- 9.1.1. The Board shall pay in full all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other education agencies when attendance thereof is required, directed, or permitted by the School Board.
- 9.1.2. The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the Board relative to all meetings and conferences attended.
- 9.1.3. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

- 9.2. **Memberships and Dues:** The Superintendent is encouraged to belong to appropriate community, professional, and educational organizations where membership will serve the best interests of the School District. Accordingly, the Board will pay such membership dues for organizations as are required, directed, or permitted by the Board. The Superintendent shall present appropriate statements for approval by the Board.
- 9.3. **Outside Professional Activities:** While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, or engage in other professional activities as long as said activities do not impede or interfere with the Superintendent's ability to perform her duties under this contract. If the Superintendent is to receive any compensation for such activities, the Superintendent will notify the Board in writing in advance. To the extent that the Superintendent is required to be out of her office in conjunction with such duties, said time shall be charged against the Superintendent's vacation leave or personal leave. The Superintendent is allowed to serve as a mentor to other Superintendents in the State of Florida through programs administered by the Florida Association of District School Superintendents, at no expense to the District, and to receive any stipend that may be provided for such service, so long as the requirements of the District retain top priority.
- 9.4. **Emergency Leave:** The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.
- 9.5. **Disability Leave:** If the Superintendent 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 the Superintendent's then annual salary until the expiration of the waiting period for long-term disability insurance, or 180 days, whichever is shorter.

10. **Termination:**

- 10.1 **Without Cause.** The Board specifically reserves the right to terminate this contract at any time without cause during the contract term or on or before June 30 of any year falling within the term of the contract by giving 30 days' notice in writing to the Superintendent. In the event, however, that the Board should elect to terminate this contract without cause, the Superintendent shall be entitled to receive severance payment for the remainder of the contract term, to be calculated upon the annual compensation in effect at the time of termination, not to exceed the limitation in section 215.425, Florida Statutes (2015).

- 10.1.1. The payments as provided for herein shall be considered liquidated damages and shall be in lieu of any other claims which the Superintendent might make or relief to which the Superintendent might be entitled to by law or equity.
- 10.1.2. The Superintendent acknowledges and agrees that in the event of termination pursuant to this provision, she shall have no contractual right, expectancy of continued employment, or other right at equity or law to continued employment as Superintendent, but shall only have a contractual right to receive the compensation as provided herein as liquidated damages.
- 10.2. **With Cause.** The Superintendent may be terminated by the Board for cause. Cause is defined as immorality, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of controlled substances, commission of an act that brings public disgrace upon the Superintendent or District, misconduct as defined in Section 443.036(29), Florida Statutes, or conviction of a crime involving moral turpitude.
- 10.2.1. Willful neglect of duty is defined as the intentional failure of the Superintendent to perform any of the duties of employment as prescribed by this contract or the intentional failure to follow any direction of the collective School Board, issued by the Board at a regular or special meeting, either by majority vote of the Board or consensus, and duly reported in the minutes of said meeting.
- 10.2.2. Gross insubordination is defined as the willful refusal of the Superintendent to perform any of the duties as prescribed by this contract or any directions of the collective School Board. The inadvertent failure to follow the directions of the collective School Board or inadvertent failure to perform a duty as prescribed by this contract shall only constitute insubordination or simple neglect of duty.
- 10.2.3. In the event the Board terminates this Agreement for cause the Superintendent shall be given written notice specifically identifying the basis for the termination. The Superintendent shall be entitled to post-termination hearings or proceedings as are provided for by law. The Superintendent shall request such a hearing within ten (10) calendar days of the termination or waive any right to a hearing. Said hearing shall be conducted in accordance with Chapter 120, Florida Statutes (2015). If it is determined that the termination was without cause, then the provision of 10.1 above shall apply. If the Superintendent does not timely request a hearing or it is determined after a hearing that the termination was for cause, the Superintendent shall only be entitled to her salary up to the date of termination.

11. **Further Conditions:**

11.1. The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her official capacity as agent or employee of the School Board of Manatee County, Florida, or with regard to any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity, which arise out of the performance of any of her duties as Superintendent, to the full extent as permitted by the laws of the State of Florida. Superintendent agrees that the defense of any such legal proceedings is to be defended through local counsel.

11.2. This provision shall survive the term of this Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Superintendent under either federal law or the laws of Florida except as otherwise herein provided.

11.3. The Board shall not indemnify the Superintendent if any claim, demand, suit, action or legal proceeding arises out of the malfeasance in office, willful violation of any law of the United States of America, or the State of Florida, or if said claim, demand, suit, action or legal proceeding, shall arise out of any action on the part of the Superintendent wherein it is determined the Superintendent acted in bad faith, or with malicious purpose, or in any manner exhibiting wanton and willful disregard of human rights, safety or property or as a result of the willful or wanton neglect of duty.

12. **Residence:** The Superintendent shall reside in Manatee County, Florida at all times while employed as Superintendent.

13. **Extension of Agreement:** Beginning in 2017, on or before June 1st of each year, the Board shall vote on whether or not to extend this Agreement for an additional year. If the Agreement is extended for an additional year, it shall be under the same terms and conditions as contained in this Agreement. If the Board fails to vote on the extension, it will automatically be extended for an additional year.

14. **Severability:** In the event that any one or more of the provisions or any portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had not been included herein and the remainder of the contract not affected by such a ruling shall remain in

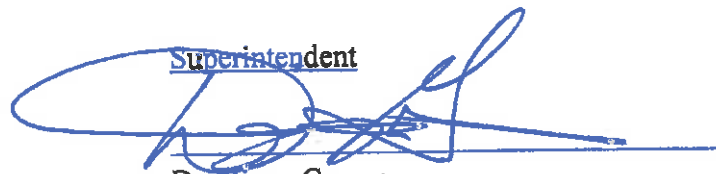
full force and effect, unless said provision or portion thereof shall be determined necessary to affect the intended purpose of this Agreement.

15. **Captions:** The captions, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement nor do they in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
16. **Notice:** All notices required to be given to the Superintendent by this Agreement shall be in writing and sent by certified U.S. Mail, return receipt requested or delivery confirmation, or by personal delivery to the Superintendent at her address of record as shown by the personnel records of the Board.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Bradenton, Manatee County, Florida as of the day and year first above written.

The School Board of Manatee County


By: Karen Carpenter, Chair
Date: 5-31-16

Superintendent

Dr. Diana Greene
Date: 5-31-16

APPROVED AS TO FORM AND SUFFICIENCY:


James D. Dye, Esq.
School Board Attorney
Date: May 31, 2016

**AGREEMENT FOR THE EMPLOYMENT OF
THE SUPERINTENDENT OF
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

This Agreement (hereinafter referred to as the "AGREEMENT") made and entered into this 24th day of April 2012, by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the "BOARD") and BARBARA M. JENKINS of Orange County, Florida, (hereinafter referred to as "JENKINS") specifically provides as follows:

1. TERMS OF THE AGREEMENT

1.1 That the BOARD, in accordance with a motion duly adopted at its official meeting held on the 24th day of April 2012, has the duly vested authority to employ and does hereby employ JENKINS, as its Superintendent of Schools, pursuant to Section 1001.50, Florida Statutes beginning on May 15, 2012 and ending on June 30, 2016.

1.2 The BOARD and JENKINS mutually agree that during the aforesaid term of this AGREEMENT, JENKINS shall perform the duties of Superintendent in and for the public schools of Orange County, Florida, as prescribed by the laws, policies and rules of the State of Florida, the BOARD, the Florida State Board of Education and the terms and conditions of this AGREEMENT:

2. PERFORMANCE OBJECTIVES/JOB RESPONSIBILITIES

2.1 JENKINS' responsibilities, duties and functions shall include, but not be limited to, the following:

2.1.1 Serve as the Chief Executive Officer of the District as described by School Board policy and Florida law. JENKINS 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, firing, organizing, reorganizing, assigning or reassigning administrative staff of the district deemed necessary to effect positive change for students within the district and such other duties and responsibilities prescribed in Section 1001.51, Florida Statutes. JENKINS shall also be responsible for providing internal monitoring data and reports as required by Board policies.

2.1.2 Represent the interests of the BOARD and the District in day-to-day engagement with parents, other citizens, community organizations and governmental agencies.

2.1.3 Perform other duties and functions as assigned or required by Board policies and Florida and Federal laws.

3. EVALUATION AND MEDICAL EXAMINATION

3.1 JENKINS' evaluation shall be based on a periodic review of the BOARD's priorities and goals. A copy of the most recent evaluation presented to the current Superintendent is attached as "Exhibit A" shall serve as a model for future evaluations.

3.2 The BOARD shall advise JENKINS in writing of those areas of JENKINS' performance deserving commendation and recommendation or needing improvement. Prior to October 1, 2013, and prior to October 1 of each subsequent year during the terms of this AGREEMENT, a copy of the final, written evaluation shall be shared with the Board Members and JENKINS. Board Members shall also meet individually with JENKINS to share their perspectives on the evaluation.

3.3 It shall be the sole responsibility of JENKINS to advise the BOARD of the appropriate timelines and to schedule the required meetings to complete the evaluation process in a timely manner.

3.4 JENKINS shall have a comprehensive medical exam by a Florida licensed medical doctor no later than July 1, 2012 and in each successive year under the terms of the AGREEMENT. The cost of each such annual medical examination shall be borne and paid by the BOARD. JENKINS shall obtain a confirmation that the annual examination has been performed from the medical doctor or physician and stating whether JENKINS is physically fit to perform the responsibilities and duties of Superintendent. Such confirmation shall be provided by JENKINS to the General Counsel, on behalf of the School Board, within 45 days of the date of the examination and shall be placed in JENKINS personnel file and shall be confidential in accordance with Section 1012.31, Florida Statutes, as may be amended from time to time, and any applicable Federal laws.

4. COMPENSATION

4.1 **BASE SALARY.** The annual salary for JENKINS shall be comprised of a base amount as established by the BOARD. The salary base amount shall be subject to annual review by the BOARD at the time administrators' salaries are reviewed but shall be no less than the salary base amount for the immediate previous fiscal year. During the first four years of the AGREEMENT the base salary shall be as follows:

- For the 2013 Fiscal Year, which commences on July 1, 2012 and concludes on June 30, 2013, the base salary shall be Two Hundred Thirty Thousand Dollars (\$230,000.00).

- For the 2014 Fiscal Year, which commences on July 1, 2013 and concludes on June 30, 2014, the base salary shall be Two Hundred Forty Thousand Dollars (\$240,000.00).
- For the 2015 Fiscal Year, which commences on July 1, 2014 and concludes on June 30, 2015, the base salary shall be Two Hundred Fifty Thousand Dollars (\$250,000.00).
- For the 2016 Fiscal Year, which commences on July 1, 2015 and concludes on June 30, 2016, the base salary shall be Two Hundred Sixty Thousand Dollars (\$260,000.00).

All payments shall be in equal installments at the same intervals as the District's other administrative personnel are paid. The base salary for the remainder of the 2012 Fiscal Year shall be the same as the base salary for the 2013 Fiscal Year but JENKINS shall only be paid a pro-rata share of the annual salary for the period of May 15, 2012 through June 30, 2012.

4.2 HEALTH INSURANCE BENEFITS. In addition to other benefits under this AGREEMENT, the BOARD shall provide to JENKINS, during the entire term of this AGREEMENT, health, dental, vision and other flexible benefits for JENKINS, as provided generally to 12-month administrative employees of the District from time to time. The BOARD shall also provide to JENKINS, during the entire term of this AGREEMENT, such other benefits as are provided by the BOARD to its other administrative employees. The cost of all such insurance coverage and other benefits, so provided to JENKINS by the BOARD shall be paid for by the BOARD. In addition, the BOARD shall provide JENKINS' eligible family members with the same health, dental and vision insurance at the expense of the BOARD.

4.3 LIFE INSURANCE. In addition to other benefits under this AGREEMENT, the BOARD shall make available to JENKINS, during the entire term of this AGREEMENT, such other group life insurance options as are made available by the BOARD to its other administrative employees. The BOARD shall also provide a One Million Dollar (\$1,000,000) term life insurance policy on JENKINS' life with a minimum term of no less than twenty (20) years, payable to JENKINS' beneficiaries during the term of this AGREEMENT and any extensions. Such life insurance policy will be chosen by JENKINS and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for JENKINS without financial detriment to the BOARD. Policy ownership and beneficiary designation shall be at the option of JENKINS.

4.4 DISABILITY INSURANCE. In addition to other benefits under this AGREEMENT, the BOARD shall contribute toward the payment of premiums for an individual disability income policy insuring JENKINS for an amount equal to the Sixty-Six and Two/Thirds ($66 \frac{2}{3}$) of the annual base salary earned by JENKINS. Such disability insurance policy shall be chosen by JENKINS and shall be on the terms and from the carrier deemed acceptable to JENKINS.

4.5 ANNUITY. The District shall provide an annual contribution to a tax-sheltered annuity, chosen by JENKINS, and in her name, in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) per year. Said contribution shall be made, during the entire term of this AGREEMENT, to the specified tax sheltered annuity on or shortly after July 1 of each fiscal year commencing on July 1, 2012.

4.6 AUTOMOBILE EXPENSES. In order to assist and enhance JENKINS' ability to perform her duties and responsibilities, the BOARD shall provide JENKINS, during her employment under this AGREEMENT, Eight Hundred Dollars (\$800) per month for the use of a personal automobile and all insurance, maintenance, gas and other expenses related thereto. Any costs or expenses related to the rental or lease of a motor vehicle for travel within the State of Florida shall be borne by JENKINS and shall not be separately reimbursed. The BOARD requires JENKINS to maintain an automobile for employment purposes.

4.7 BUSINESS EXPENDITURES. In order to assist and enhance JENKINS' ability to perform her job responsibility and to meet and/or exceed the performance objectives, JENKINS shall receive Five Hundred (\$500.00) per month to compensate JENKINS for the costs associated with the performance of her duties in the accomplishment of District business.

4.8 REIMBURSEABLE EXPENSES. In order to assist and enhance JENKINS' ability to perform her job responsibility, to the extent permitted by law, the District shall also pay or reimburse JENKINS for reimbursable expenses incurred by JENKINS in the continuing performance of JENKINS' duties under this AGREEMENT.

4.9 PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES. In support of the BOARD's educational interests, JENKINS shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District in accord with the BOARD's policies and state law, including membership fees and dues of JENKINS in such organizations as she deems appropriate in the performance of her duties. JENKINS may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of her duties as Superintendent. The BOARD shall pay the entire cost of JENKINS' memberships in or engagements with the following organizations:

- American Association of School Administrators;
- Florida Association of District School Superintendents;
- Council of Great City Schools;
- Florida Association of School Administrators;
- The Broad Center and The Broad Foundation;
- Association for Supervision and Curriculum Development; and,

- Such other professional or educational memberships as JENKINS determines are necessary to maintain or improve her professional knowledge and skills

The cost of such professional and educational memberships shall be paid by the BOARD only to the extent permitted by law and upon proper submittal of invoices for reimbursement or payment of such fees and dues.

4.10 FLORIDA RETIREMENT SYSTEM. JENKINS shall be eligible to participate in the Florida Retirement System (FRS). BOARD shall contribute to the FRS as required by law including the provisions of Section 121.055, Florida Statutes, which currently provide that Senior Management Service Class is compulsory for all appointed district school superintendents. In the event, that Senior Management Service Class is no longer compulsory for appointed district school superintendents, BOARD agrees to continue to pay into JENKINS retirement for FRS, for the duration of the term of this AGREEMENT, as a Senior Management Service Class employee unless expressly prohibited by law or in the event Senior Management Service Class is no longer in recognized as a class of employees by FRS.

5. ADDITIONAL PERFORMANCE INCENTIVES

In addition to the base salary and benefits provided for in Section 4 of this AGREEMENT, JENKINS shall be eligible for each of the following additional performance incentives:

5.1 EVALUATION PERFORMANCE INCENTIVES. JENKINS shall be eligible for a performance incentive component to her compensation that shall be based on an amount not to exceed five percent (5%) of JENKINS' annual salary to be awarded in percentages and dependent upon the performance ratings in the written evaluation done by the BOARD no later than October 1 of each year as follows:

| Summative Rating | Impact on Compensation |
|--|---|
| Needs Improvement (Currently Scored as a 1) | No performance bonus No extension of this AGREEMENT |
| Reasonable Progress (Currently Scored as a 2) | No performance bonus AGREEMENT may be extended only by an approved motion of the board |
| Meets Expectation (Currently Scored as a 3) | Performance bonus of 3% of base salary Automatic extension of the AGREEMENT |
| Commendable (Currently Scored as a 4) | Performance bonus of 5% of base salary Automatic extension of the AGREEMENT |

If an automatic AGREEMENT extension is earned, this AGREEMENT shall be extended for a period or term of an additional one (1) year. The performance

incentive, unless otherwise agreed to by the Parties, shall be due and payable within 90 days of the date of delivery of the final, written evaluation to JENKINS by the BOARD pursuant to the provisions in Section 3.2 herein.

In the event the evaluation terms or scoring scale is modified during the terms of this AGREEMENT, the Parties shall agree on any new scoring model along with any applicable performance based incentives through an addendum to this AGREEMENT.

5.2 "A" SCHOOL DISTRICT. In each fiscal year in which the Orange County Public Schools District is rated an "A" District by the Florida Department of Education's District Grade Formula, JENKINS shall be eligible for an additional performance incentive in the amount of \$5,000. In the event that the District Grading system is replaced by the State of Florida to measure the success or effectiveness of school districts, JENKINS shall be eligible for the additional performance incentive in the amount of \$5,000 for any year in which the Orange County Public Schools District is rated in the top category for school districts. The performance incentive, unless otherwise agreed to by the Parties, shall be due and payable within 90 days of the date the District is publicly recognized as an "A" District by the state.

5.3 BROAD PRIZE. In each fiscal year that the Orange County Public School District is recognized as a Broad Prize for Urban Education Finalist, , as one of the top-performing urban school districts in the country, JENKINS shall be eligible for an additional performance incentive in the amount of \$10,000. In each fiscal year that the Orange County Public School District is recognized as a Broad Prize for Urban Education Winner, as the top-performing urban school district in the country, JENKINS shall be eligible for an additional performance incentive in the amount of 10% of her base salary as of the date of the award. The performance incentive, unless otherwise agreed to by the Parties, shall be due and payable within 90 days of the date the District is publicly recognized as a finalist.

5.4 STERLING PRIZE. In each fiscal year that the Orange County Public School District is awarded the Governor's Sterling Sustained Excellence Award, JENKINS shall be eligible for an additional performance incentive in the amount of \$5,000. The performance incentive, unless otherwise agreed to by the Parties, shall be due and payable within 90 days of the date the District is publicly recognized as a winner.

5.5 BALDRIDGE PRIZE. In each fiscal year that the Orange County Public School District is awarded the Malcolm Baldrige National Quality Award, JENKINS shall be eligible for an additional performance incentive in the amount of \$10,000. The performance incentive, unless otherwise agreed to by the Parties, shall be due and payable within 90 days of the date the District is publicly recognized as a winner.

6. LEAVE AND OTHER DAYS OF PAID NON-SERVICE

6.1 ANNUAL LEAVE. JENKINS shall accrue annual leave at the highest rate allowed for 12-month administrative employees of the District, which presently accrues at two (2) days per month. JENKINS may accumulate unused annual leave and carry same over to the following fiscal year pursuant to School Board Policy GCD or any successor policies.

6.2 SICK LEAVE. JENKINS shall accrue sick leave as provided by Florida law and School Board Policy GCC or any successor policy, which presently accrues at one (1) day per month.

6.2 LEGAL HOLIDAYS. JENKINS shall be entitled to the same legal holidays as those provided to the 12-month administrative employees of the District.

7. ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES

7.1 JENKINS may engage in additional, outside professional development activities, including teaching, consulting, speaking, writing, and participating in professional associations related to education or business, provided said activities do not interfere with JENKINS' duties. Any compensated consulting work undertaken by JENKINS must be performed using JENKINS' annual leave time, personal leave time, holidays or other non-duty time. JENKINS shall disclose to the BOARD, in writing, any consulting work she will perform in advance of performing same. Reimbursement of expenses, including any reasonable per diem for meals and travel, shall not be considered compensation for purposes of this paragraph. It is also agreed that unpaid consulting work in assistance to districts or organizations shall be considered professional development or temporary duty leave, due to positive exposure for the district or experiences that would enhance JENKINS' performance of district responsibilities.

8. BOARD/SUPERINTENDENT RELATIONS

8.1 JENKINS and the BOARD agree to work with one another in compliance with BOARD policy and in so doing JENKINS shall advise and counsel with the BOARD.

8.2 Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by the BOARD to JENKINS to the extent permitted by law.

8.3 The BOARD recognizes that it is a collective body and each Board Member recognizes that his or her power as a Board Member is derived from the collective deliberation and action of the BOARD as a whole in a duly-constituted

meeting and that there is no individual authority to give direction to JENKINS or any OCPS staff member regarding the management of the District or the solution of specific problems.

8.4 It is agreed that the BOARD, individually and collectively, will refer promptly to JENKINS for study and recommendation, criticism, complaints and suggestions brought to the attention of the BOARD or any member thereof.

8.5 The BOARD and JENKINS agree that, absent an emergency, Sunday is not a workday within the intention of the Parties to this AGREEMENT.

9 TERMINATION AND NON-RENEWAL

9.1 TERMINATION WITHOUT CAUSE. BOARD may remove JENKINS from the position of Superintendent at any time during this AGREEMENT without any reason, upon an affirmative vote of a majority of the BOARD's members. Nothing in this AGREEMENT shall prevent the BOARD from exercising its discretion to terminate this AGREEMENT and the services of JENKINS, upon an affirmative vote of a majority of the BOARD's members. JENKINS shall receive ninety (90) days written notice of any such determination by the BOARD to terminate the agreement. JENKINS expressly waives any right she might otherwise have to object to the reasons for her termination, prior notice and/or a hearing in connection with the termination of her employment, except as expressly provided in this AGREEMENT.

9.2 SEVERANCE COMPENSATION. In the event that JENKINS is terminated without cause by the BOARD pursuant to Section 9.1, BOARD agrees to pay JENKINS a sum equivalent to six (6) months of her base salary as of the date the notice is issued. Beginning on July 1, 2013, and on July 1 of each successive year under the terms of this AGREEMENT, the amount of severance compensation shall be increased by one (1) additional month that will be due and owing to JENKINS. However, in no event shall the amount of severance compensation exceed twelve (12) months of base salary. In addition to such severance compensation, BOARD shall also pay JENKINS for reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of notice of termination subject to state law and BOARD policy. All compensation paid by BOARD to JENKINS pursuant to this provision shall be considered liquidated damages.

9.3 TERMINATION FOR CAUSE. JENKINS may be dismissed for cause from her employment for conduct which is seriously prejudicial to the BOARD or the School District including, without limitation, willful neglect of duty; material breach of AGREEMENT; 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 JENKINS shall be entitled to such due process rights as provided by state law and BOARD policy. If this AGREEMENT is terminated for cause, JENKINS' term of office shall immediately cease. If terminated for cause, JENKINS shall be ineligible for any other compensation or benefits. However, JENKINS is entitled, upon termination for cause, to payment for any earned, accrued and unused leave.

9.4 BENEFITS UPON TERMINATION. In the event of termination of this AGREEMENT, JENKINS' medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of such employment.

9.5 INCAPACITY. In the event that JENKINS becomes unable to perform any or all of her duties with reasonable accommodations under this AGREEMENT due to illness, accident or other cause beyond her control and if said inability continues for a period of more than thirty (30) consecutive days, BOARD may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of JENKINS under this AGREEMENT. If such disability 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 AGREEMENT whereupon the respective duties, rights and obligations of the Parties hereto shall terminate including any obligations for severance pay contained in Section 9.2 hereof. In the event of termination due to disability, JENKINS shall continue to receive the salary and benefits provided in this AGREEMENT for a period of ninety (90) days from the date JENKINS is terminated. BOARD's decision and determination as to the disability of JENKINS shall be final and shall be based upon the opinion of a licensed medical physician. JENKINS hereby consents to a medical examination as requested by the BOARD pursuant to this provision or in the alternative to produce sufficient documentation to determine the nature of the absence or incapacity. The Parties agree that the BOARD may select the licensed physician who will perform any such medical examination.

9.6 RESIGNATION. If JENKINS should at any time elect to resign her position as Superintendent, she 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 AGREEMENT, this AGREEMENT and all rights and obligations created hereunder, shall terminate unless the BOARD elects to terminate the AGREEMENT 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 agreement earlier, such written resignation shall become effective on the 90th day after its delivery 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 JENKINS without the consent and agreement of the BOARD through a properly adopted motion by the BOARD at a regularly scheduled meeting. All salaries and other benefits which are or would be payable or accrue to JENKINS under this AGREEMENT shall be prorated as of the effective date of the resignation. JENKINS shall be entitled for any earned, accrued and unused leave. JENKINS shall also be entitled to payment for any performance incentives earned through the date notice of the resignation was served to the BOARD.

9.7 BENEFITS UPON RETIREMENT OR DEATH. This AGREEMENT shall be terminated upon the retirement or death of JENKINS. If termination is as a result of death, JENKINS' estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which JENKINS participated and any salary, reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of death. If termination is the result of JENKINS' retirement, JENKINS shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of retirement.

9.8 MUTUAL AGREEMENT. This Contact may be terminated by mutual agreement of JENKINS and the BOARD in writing upon mutually agreed upon terms and conditions. If termination is by mutual agreement, JENKINS shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the termination date. Termination under this provision does not require BOARD payment of any or all of the severance pay to be paid by the BOARD pursuant to Section 9.2 herein unless expressly agreed to by the Parties at the time of the mutual separation.

10. GENERAL CONDITIONS

10.1 PLACE OF PERFORMANCE. All obligations of BOARD under the terms of this AGREEMENT are reasonably susceptible of being performed in Orange County, Florida and shall be payable and performable in Orange County, Florida.

10.2 SOVEREIGN IMMUNITY. Nothing herein is intended to serve as a waiver by BOARD of sovereign immunity or of any rights under Section 768.28, Florida Statutes.

10.3 NO THIRD PARTIES. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this AGREEMENT. None of the Parties intend to directly or substantially benefit a third party by this AGREEMENT. The Parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party

shall be entitled to assert a claim against any of the Parties based upon this AGREEMENT. Nothing herein shall be construed as consent by either party to be sued by third Parties in any matter arising out of any contract.

10.4 INDEMNIFICATION OF SUPERINTENDENT. In accordance with Section 1012.26, Florida Statutes, the BOARD agrees that it shall indemnify, defend and hold harmless JENKINS to the fullest extent permitted by applicable law from and against any and all liabilities, costs, claims and expense, including without limitation, all costs and expenses incurred in defense of litigation or any administrative proceeding or action, including attorneys' fees and costs, arising out of the employment of JENKINS, or as a result of her serving as Superintendent, except to the extent arising out of or based on her gross negligence or willful misconduct as Superintendent. JENKINS shall have the right to select counsel to represent her in any such civil or criminal action, subject to the Board's approval. This provision shall survive termination of this AGREEMENT.

10.5 NON-DISCRIMINATION. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this AGREEMENT because of race, color, religion, sex, national origin, disability, age, or marital status.

10.6 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the Parties, oral and written, express or implied, are hereby superseded and merged herein. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10.7 AMENDMENTS. Any amendment, modifications, or variations from the terms of this AGREEMENT shall be in writing, shall be effected only upon approval of such amendment, modification, or variation by the BOARD and JENKINS, and shall not operate as a termination of this AGREEMENT.

10.8 AGREEMENT PREPARATION. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this AGREEMENT has been their joint effort. This AGREEMENT 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.

10.9 BINDING EFFECT. This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and any respective successors.

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

10.11 GOVERNING LAW. This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any cause of action shall be in the Ninth Judicial Circuit of Orange County, Florida.

10.12 LEGAL COMPLIANCE. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this AGREEMENT. Furthermore, any provisions of this AGREEMENT which do not comply with the laws of the State of Florida in existence from time to time during the term of this AGREEMENT shall be deemed amended to comply with such laws.

10.13 SEVERABILITY. Should any provision of this AGREEMENT be invalid, illegal, unlawful, unenforceable or void in any respect the surviving provisions of this AGREEMENT shall nevertheless be effective and binding on all Parties.

10.14 MEDIATION. The Parties agree that in the event they cannot resolve a dispute hereunder, they shall, prior to filing any law suit, mutually participate in a mediation, to be conducted by a certified Florida Circuit Court mediator, who shall be mutually selected and whose fees and costs shall be equally divided between the Parties.

10.15 ASSIGNMENT. Neither this AGREEMENT nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this AGREEMENT including, without limitation, the partial assignment of any right to receive payments from the BOARD.

10.16 FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this AGREEMENT if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

10.17 CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, nor in any way effect this AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

10.18 AUTHORITY. Each person signing this AGREEMENT on behalf of either party individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this AGREEMENT.

10.19 STATE FUNDING. JENKINS' salary, performance incentives and benefits paid for by state funds shall be limited as prescribed in Section 1001.50, Florida Statutes. BOARD shall be responsible for identifying additional sources of funding for any amounts due and owing to JENKINS under the terms of this AGREEMENT that are in excess of the limits prescribed by Section 1001.50, Florida Statutes.

10.20 NOTICE. 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 such 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 BOARD: Orange County School Board Chair
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

With a Copy to: General Counsel
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

To JENKINS: Barbara M. Jenkins, Superintendent of Schools
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

11. SIGNATURES

Dated: _____

SUPERINTENDENT

By: Dr. Barbara M. Jenkins

Dated: _____

THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA

By: William Sublette, Chairman

STATE OF FLORIDA
COUNTY OF _____

Affirmed and subscribed before me this _____ day of April, 2012, by Dr. Barbara M. Jenkins and William Sublette.

(NOTARY SEAL)

By:
Notary Public State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**AGREEMENT FOR THE EMPLOYMENT OF
THE SUPERINTENDENT OF
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

This Agreement (hereinafter referred to as the "AGREEMENT") made and entered into this 22nd day of April, 2015, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the "BOARD") and ROBERT AVOSSA (hereinafter referred to as "SUPERINTENDENT") specifically provides as follows:

1. TERMS OF THE AGREEMENT

1.1 That BOARD, in accordance with a motion duly adopted at its official meeting held on the 16th day of April, 2015, has the duly vested authority to employ and does hereby employ SUPERINTENDENT, as its SUPERINTENDENT of Schools, pursuant to Section 1001.50, Florida Statutes beginning on July 6, 2015 and ending on June 30, 2020.

1.2 BOARD and SUPERINTENDENT mutually agree that during the aforesaid term of this AGREEMENT, SUPERINTENDENT shall perform the duties of SUPERINTENDENT in and for the public schools of Palm Beach County, Florida, as prescribed by the laws, policies and rules of the State of Florida, BOARD, the Florida State BOARD of Education and the terms and conditions of this AGREEMENT.

2. PERFORMANCE OBJECTIVES/JOB RESPONSIBILITIES

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

2.1 Serve as the Chief Executive Officer of the District ("District") as described by BOARD policy and Florida law. SUPERINTENDENT 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, firing, organizing, reorganizing, assigning or reassigning administrative staff of the District deemed necessary to effect positive change for students within the District and such other duties and responsibilities prescribed in Section 1001.51, Florida Statutes, as well as those provisions outlined in Sections 1001.49, 1001.50 and 1012.27, Florida Statutes. SUPERINTENDENT shall also be responsible for providing internal monitoring data and reports as required by BOARD policies.

2.2 Represent the interests of BOARD and the District in day-to-day engagement with parents, other citizens, community organizations and governmental agencies.

2.3 Perform other duties and functions as assigned or required by BOARD policies and Florida and Federal laws and the job description attached hereto as Exhibit

"A".

2.4 SUPERINTENDENT shall, within six months of the beginning of term of this AGREEMENT establish and maintain, during the term of this Agreement, a personal residence in Palm Beach County, Florida.

3. EVALUATION AND MEDICAL EXAMINATION

3.1 Within the first sixty (60) days of this Agreement, SUPERINTENDENT shall schedule a meeting with BOARD to review and adopt SUPERINTENDENT's evaluation instrument which shall be based on a periodic review of BOARD's priorities and goals. Exhibit "B" shall serve as a model for the evaluation instrument.

3.2 BOARD shall advise SUPERINTENDENT in writing of those areas of SUPERINTENDENT's performance deserving commendation and recommendation or needing improvement. Prior to October 1, 2015, and prior to October 1 of each subsequent year during the terms of this AGREEMENT, a copy of the final, written evaluation shall be shared with BOARD Members and SUPERINTENDENT. BOARD Members shall also meet individually with SUPERINTENDENT to share their perspectives on the evaluation.

3.3 It shall be the sole responsibility of SUPERINTENDENT to advise BOARD of the appropriate timelines and to schedule the required meetings to complete the evaluation process in a timely manner.

3.4 SUPERINTENDENT shall have a comprehensive medical exam by a Florida licensed medical doctor no later than July 1, 2015 and in each successive year under the terms of the AGREEMENT. The cost of each such annual medical examination shall be borne and paid by BOARD. SUPERINTENDENT shall obtain a confirmation that the annual examination has been performed from the medical doctor or physician and stating whether SUPERINTENDENT is physically fit to perform the responsibilities and duties of SUPERINTENDENT. Such confirmation shall be provided by SUPERINTENDENT to the General Counsel, on behalf of BOARD, within 45 days of the date of the examination and shall be placed in SUPERINTENDENT's personnel file and shall be confidential in accordance with Section 1012.31, Florida Statutes, as may be amended from time to time, and any applicable Federal laws.

4. COMPENSATION

4.1 **BASE SALARY.** The annual salary for SUPERINTENDENT for the initial year of this Agreement shall be \$325,000.00. The salary base amount shall be subject to annual review by BOARD but shall be no less than the salary base amount for the immediate previous fiscal year. Annual salary increases shall be at the discretion of the BOARD. All payments shall be in equal installments at the same intervals as the District's other administrative personnel are paid.

4.2 HEALTH INSURANCE BENEFITS. In addition to other benefits under this AGREEMENT, BOARD shall provide to SUPERINTENDENT, during the entire term of this AGREEMENT, health, dental, vision and other flexible benefits for SUPERINTENDENT, as provided generally to 12-month administrative employees of the District from time to time. BOARD shall also provide to SUPERINTENDENT, during the entire term of this AGREEMENT, such other benefits as are provided by BOARD to its other administrative employees.

4.3 LIFE INSURANCE. In addition to other benefits under this AGREEMENT, during the entire term of this AGREEMENT, and any extensions, BOARD shall provide term life insurance to SUPERINTENDENT with a face amount of \$1,000,000 on SUPERINTENDENT's life with the proceeds payable to SUPERINTENDENT's designated beneficiaries. Such life insurance will be provided by the BOARD through the District's group term life insurance carrier to the limits available. Any remaining limits can be through a policy chosen by SUPERINTENDENT and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for SUPERINTENDENT without financial detriment to the BOARD. Policy ownership and beneficiary designation shall be at the option of SUPERINTENDENT.

4.4 DISABILITY INSURANCE. In addition to other benefits under this AGREEMENT, BOARD shall provide a disability income policy, with a sixty (60) day waiting period, insuring SUPERINTENDENT for an amount equal to the Sixty percent (60%) of the annual base salary earned by SUPERINTENDENT, up to \$350,000 per year. This coverage will be provided under the District's group disability insurance carrier.

4.5 DEFERRED COMPENSATION. The District shall make contributions to a tax-sheltered annuity, chosen by SUPERINTENDENT, consistent with the Internal Revenue Code, in the amount of Twenty-Four Thousand Dollars (\$24,000.00) per year. Said contributions shall be made, during the entire term of this AGREEMENT, to the specified tax-sheltered annuity equally over 24 pay periods in each fiscal year beginning with the first paycheck on or after July 6, 2015. This payment shall be coordinated with any other retirement benefits so that the total benefits are, if necessary, reduced to the IRC Section 415 and/or 457 limits (including any successor code sections or other applicable code sections).

In addition to the foregoing, SUPERINTENDENT shall have the right to direct a portion of his salary to a deferred compensation plan established by BOARD at SUPERINTENDENT's direction, allowing SUPERINTENDENT to reduce the amount of taxable income he receives within the limits of the Internal Revenue System and the Treasury regulations for payments made to a qualifying Section 403(b), 457(b) or 401(a) plan.

4.6 AUTOMOBILE EXPENSES. The duties and responsibilities of SUPERINTENDENT will require him to travel extensively in Palm Beach County by automobile. The Board shall provide SUPERINTENDENT an automobile for his

exclusive use, and shall pay all expenses or provide any necessary services through its fleet maintenance program related to the operation of the automobile including expenses for tolls, fuel, oil, insurance, maintenance and repairs for the term of this AGREEMENT. SUPERINTENDENT's use of this vehicle includes incidental personal uses within Palm Beach County.

4.7 BUSINESS EXPENDITURES. In order to assist and enhance SUPERINTENDENT's ability to perform his job responsibilities and to meet and/or exceed the performance objectives, SUPERINTENDENT shall receive the fixed amount of One Thousand dollars (\$1,000.00) per month to compensate SUPERINTENDENT for the costs associated with the performance of his duties in the accomplishment of District business.

4.8 PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES. In support of the BOARD's educational interests, SUPERINTENDENT shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District in accord with BOARD's policies and state law, including membership fees and dues of SUPERINTENDENT in such organizations as he deems appropriate in the performance of his duties. SUPERINTENDENT may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of his duties as SUPERINTENDENT. BOARD shall pay the entire cost of SUPERINTENDENT's memberships in or engagements with the following organizations:

American Association of School Administrators;
Florida Association of District School SUPERINTENDENTS;
Council of Great City Schools;
Florida Association of School Administrators;
The Broad Center and The Broad Foundation;
Association for Supervision and Curriculum Development; and,

Such other professional or educational memberships as SUPERINTENDENT determines are necessary to maintain or improve his professional knowledge and skills.

The cost of such professional and educational memberships shall be paid by BOARD only to the extent permitted by law..

To encourage community activity on the part of SUPERINTENDENT, BOARD shall pay the membership dues for SUPERINTENDENT's membership in one or more local civic organizations, as permitted by state law.

4.9 FLORIDA RETIREMENT SYSTEM. SUPERINTENDENT shall be eligible to participate in the Florida Retirement System (FRS). BOARD shall contribute to the FRS as required by law including the provisions of Section 121.055, Florida Statutes,

which currently provide that Senior Management Service Class is compulsory for all appointed District school superintendents. In the event, that Senior Management Service Class is no longer compulsory for appointed District school superintendents, BOARD agrees to continue to pay into SUPERINTENDENT's retirement for FRS, for the duration of the term of this AGREEMENT, as a Senior Management Service Class employee unless expressly prohibited by law. In the event Senior Management Service Class is no longer recognized as a class of employees by FRS, BOARD shall contribute the maximum contributions permitted under FRS for SUPERINTENDENT. In addition and in any event, Board shall pay an amount to SUPERINTENDENT'S retirement for FRS to cover the "employee contribution portion" of the Annual FRS contributions to the maximum amount allowed by law.

SUPERINTENDENT intends to purchase additional years of service in FRS to the maximum permitted. In addition to the direct contributions to FRS by BOARD, BOARD agrees to pay an amount equal to Superintendent's cost to purchase an additional year of FRS service, in an amount not to exceed Nineteen Thousand (\$19,000.00) per year, as follows: (i) one year's service upon execution of this Agreement, (ii) upon the completion of each full year of service, beginning with year two, payment for one additional year of service, up to the maximum years of service permitted by FRS to be purchased by SUPERINTENDENT. If SUPERINTENDENT resigns or is terminated during the term of this Agreement, SUPERINTENDENT shall reimburse BOARD for the previous year's purchase of the FRS service credit. For example, If SUPERINTENDENT resigns or is terminated during the third year of this Agreement, SUPERINTENDENT would reimburse BOARD for the year two purchase of the service credit and BOARD shall have the right to offset this amount against other amounts owed to SUPERINTENDENT. As directed by SUPERINTENDENT, BOARD shall pay this amount in any of the following manners: (i) directly to FRS; (ii) to a deferred compensation account identified by SUPERINTENDENT; (iii) to an annuity identified by SUPERINTENDENT; or (iv) a cash payment to SUPERINTENDENT.

4.10 In no event shall the benefits set forth in Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8 or 4.9 be considered a portion of or included in SUPERINTENDENT's base salary.

4.11 TECHNOLOGY. Board shall provide Superintendent with the use of equipment technology suited to the efficient performance of his duties, including but not limited to, a smart cell phone of his choosing as made available for other District administrators for Board business, which includes all monthly or recurring charges incurred in the course of District business. The Board shall also provide for a personal computer system, software, high-speed internet connection, laser printer, fax machine and such other equipment and technology as will increase his efficiency, to be installed and maintained for the conduct of District business by SUPERINTENDENT in the home of SUPERINTENDENT. In the event that the District is not able to procure the make/model of the personal computer system of SUPERINTENDENT's choice, SUPERINTENDENT may purchase same and receive reimbursement for the actual cost thereof.

5. LEAVE AND OTHER DAYS OF PAID NON-SERVICE

5.1 ANNUAL LEAVE. Superintendent shall be granted twenty-two (22) annual leave days at the inception of this contract. Any unused days may accumulate and carry over to following years, and is payable in full upon termination to the maximum extent allowable by law. Additionally, in order to provide essential services to the District, SUPERINTENDENT may not be able to use all of his earned vacation in a year and/or may be unable to schedule vacation at a desirable time. In consideration of such circumstances, at SUPERINTENDENT's election, the District annually on June 30 shall pay SUPERINTENDENT for 10 vacation days to be computed per diem at Superintendent's current base salary for each vacation day.

5.2 SICK LEAVE. SUPERINTENDENT shall accrue sick leave as provided by Florida law, that presently accrues at one (1) day per month. SUPERINTENDENT shall be credited with four (4) days of sick leave on the effective day of this AGREEMENT. Beginning the fifth month of this AGREEMENT, SUPERINTENDENT shall earn one additional day per month, such that SUPERINTENDENT shall earn a total of twelve (12) days of sick leave during the first year of the term of this AGREEMENT. SUPERINTENDENT may accumulate unused sick leave and carry same over to the following fiscal year, and shall be paid for same upon termination to the maximum extent allowable by law.

5.3 LEGAL HOLIDAYS. SUPERINTENDENT shall be entitled to the same legal holidays as those provided to the 12-month administrative employees of the District.

6. ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES

6.1 SUPERINTENDENT may engage in additional, outside professional development activities, including teaching, consulting, speaking, writing, and participating in professional associations related to education or business, provided said activities do not interfere with SUPERINTENDENT's duties. Any compensated consulting work undertaken by SUPERINTENDENT may not be performed without using SUPERINTENDENT's annual leave time, personal leave time, holidays or other non-duty time unless otherwise agreed to by the Board. SUPERINTENDENT shall disclose to BOARD, in writing, any consulting work he will perform in advance of performing same. Reimbursement of expenses, including any reasonable per diem for meals and travel, shall not be considered compensation for purposes of this paragraph. It is also agreed that unpaid consulting work in assistance to Districts or organizations shall be considered professional development or temporary duty leave, due to positive exposure for the District or experiences that would enhance SUPERINTENDENT's performance of District responsibilities.

7. BOARD/SUPERINTENDENT RELATIONS.

7.1 SUPERINTENDENT and BOARD agree to work with one another in

compliance with BOARD policy and in so doing SUPERINTENDENT shall advise and counsel with BOARD.

7.2 Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by BOARD to SUPERINTENDENT to the extent permitted by law.

7.3 BOARD recognizes that it is a collective body and each BOARD Member recognizes that his or his power as a BOARD Member is derived from the collective deliberation and action of BOARD as a whole in a duly-constituted meeting and that there is no individual authority to give direction to SUPERINTENDENT or any District staff member regarding the management of the District or the solution of specific problems.

7.4 It is agreed that BOARD, individually and collectively, will refer promptly to SUPERINTENDENT for study and recommendation, criticism, complaints and suggestions brought to the attention of BOARD or any member thereof.

7.5 BOARD and SUPERINTENDENT agree that, absent an emergency, Sunday is not a workday within the intention of the Parties to this AGREEMENT.

8. TERMINATION AND NON-RENEWAL

8.1 **TERMINATION FOR CAUSE.** BOARD may dismiss SUPERINTENDENT, by a super majority vote of the entire seven-member BOARD (defined as a minimum of five (5) votes), during the term of this AGREEMENT for just cause or breach of this AGREEMENT. BOARD shall be the sole decision-maker as to the determination of whether Just Cause, as hereinafter defined, exists or a breach of this AGREEMENT has occurred. Just Cause shall be defined as set forth in Subsections 1012.33(1)(a) and (4)(c), Florida Statutes, as amended. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: Immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude as these terms are defined by the State Board of Education. Misconduct in office shall be defined as set forth in Florida Administrative Code, Rule 6A - 5.506(2).

In the event Superintendent desires to challenge the Board's decision, SUPERINTENDENT shall file a written Notice of Intent to Challenge within ten (10) days of BOARD's decision and the parties shall proceed to implement Paragraph 9.13 within 30 days. If not resolved through mediation, either party may initiate suit in the 15th Circuit Judicial Court, each waiving right to a jury trial.

8.2 **TERMINATION WITHOUT CAUSE.** BOARD may dismiss SUPERINTENDENT, by a super-majority vote of the entire seven-member BOARD (defined as a minimum of five (5) votes), during the term of the AGREEMENT without

cause. In the event of such termination without cause, SUPERINTENDENT may: (i) waive all rights to contest or challenge BOARD's decision and, in consideration of such waiver, will accept a lump sum amount, calculated as of the effective date of BOARD's termination, equal to twenty (20) weeks salary, ("Severance Pay") plus accrued sick and annual leave, and such other benefits required by law, in full satisfaction of BOARD's obligations hereunder and otherwise and in full release of any and all claims against BOARD under this AGREEMENT or otherwise, to the maximum extent allowable by law; or (ii) exercise his right to challenge as set forth herein. In the event SUPERINTENDENT challenges the termination, Severance Pay shall be withheld until the resolution of the dispute and/or litigation and paid out according to an agreed settlement or judgment.

In the event Superintendent desires to challenge the Board's decision, SUPERINTENDENT shall file a written Notice of Intent to Challenge within ten (10) days of BOARD's decision and the parties shall proceed to implement Paragraph 9.13 within 30 days. If not resolved through mediation, either party may initiate suit in the 15th Circuit Judicial Court, each waiving right to a jury trial. In such event, Severance Pay shall be withheld until the resolution of the dispute and/or litigation and paid out according to an agreed settlement or judgment.

8.3 RESIGNATION. SUPERINTENDENT may resign during the term of this AGREEMENT without the consent of BOARD upon one hundred eighty (180) days advance written notice to BOARD. In such case, SUPERINTENDENT will receive the accrual of sick leave and annual leave and such other benefits as required by law. Without regard to whether it was accepted or not by BOARD, such resignation may not be withdrawn or revoked by SUPERINTENDENT without the consent and agreement of BOARD. SUPERINTENDENT shall also notify BOARD in writing at the time he applies for another position. Failure of SUPERINTENDENT to abide by the terms of this provision will constitute a breach of contract for which SUPERINTENDENT may be terminated for cause. Under such termination, SUPERINTENDENT will receive payment for only accrued sick and annual leave as set forth in BOARD policy, and such other benefits required by law.

Nothing in this paragraph shall be construed as precluding BOARD from terminating SUPERINTENDENT under Section 9.1. or 9.2. of this AGREEMENT following the submission to BOARD of written notice of resignation by SUPERINTENDENT.

8.4 SUPERINTENDENT's INCAPACITY. In the event that SUPERINTENDENT becomes unable to perform any or all of his duties with reasonable accommodations under this AGREEMENT 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, BOARD may, in its sole discretion, appoint an Acting SUPERINTENDENT to fulfill the duties and responsibilities of SUPERINTENDENT under this AGREEMENT. If such condition continues for more than ninety (90) consecutive days, BOARD may, in its sole discretion, terminate this AGREEMENT whereupon the respective duties, rights and

obligations of the Parties hereto shall terminate including any obligations for severance pay. BOARD's decision and determination to terminate this AGREEMENT pursuant to this Section shall be final and shall be based upon the opinion of a properly licensed medical doctor or medical professional utilizing an approved District provider. SUPERINTENDENT hereby consents to any medical or psychological examination requested by BOARD under this provision.

8.5 DEATH OF SUPERINTENDENT. This AGREEMENT shall be terminated upon the death of SUPERINTENDENT. If termination is the result of the death of SUPERINTENDENT, SUPERINTENDENT's estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which SUPERINTENDENT participated and any salary, reimbursement, accrued benefits or other payments due and owing under this AGREEMENT as of the date of death.

8.6 MUTUAL AGREEMENT. This AGREEMENT may be terminated by mutual agreement of SUPERINTENDENT and BOARD in writing upon mutually agreed upon terms and conditions. If termination by mutual agreement, SUPERINTENDENT shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this AGREEMENT as of the termination date. Termination under this Section does not obligate BOARD to provide any severance pay, unless agreed to by the Parties at the time of the mutual separation.

8.7 BENEFITS UPON TERMINATION. In the event of termination of this AGREEMENT, SUPERINTENDENT's medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of such termination of employment.

9. GENERAL CONDITIONS

9.1 PLACE OF PERFORMANCE. All obligations of BOARD under the terms of this AGREEMENT are reasonably susceptible of being performed in Palm Beach County, Florida and shall be payable and performable in Palm Beach County, Florida.

9.2 SOVEREIGN IMMUNITY. Nothing herein is intended to serve as a waiver by BOARD of sovereign immunity or of any rights under Section 768.28, Florida Statutes.

9.3 NO THIRD PARTIES. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this AGREEMENT. None of the Parties intend to directly or substantially benefit a third party by this AGREEMENT. The Parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against any of the Parties based upon this AGREEMENT. Nothing herein shall be construed as consent by either party to be sued by third Parties in any matter arising out of any contract.

9.4 INDEMNIFICATION OF SUPERINTENDENT. BOARD agrees that it shall defend, hold harmless and indemnify SUPERINTENDENT in accordance with Florida Statutes §768.28 from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his official capacity and/or individual capacity made by third parties asserting liability because of acts committed within SUPERINTENDENT's scope of employment. BOARD may refuse to indemnify SUPERINTENDENT for those actions brought against SUPERINTENDENT in his individual capacity if BOARD deems that SUPERINTENDENT has acted outside the scope of his employment or in those actions which could result in punitive damages or criminal penalties against SUPERINTENDENT. BOARD reserves the right to approve SUPERINTENDENT's counsel, which approval shall not be unreasonably withheld, in those instances in which SUPERINTENDENT is entitled to indemnification.

9.5 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the Parties, oral and written, express or implied, are hereby superseded and merged herein. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. Any amendment, modifications, or variations from the terms of AGREEMENT shall be in writing, shall be effected only upon approval of such amendment, modification, or variation by BOARD and SUPERINTENDENT, and shall not operate as a termination of this AGREEMENT.

9.6 AGREEMENT PREPARATION. The Parties acknowledge that they have sought and obtained whatever competent *advice* and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this AGREEMENT has been their joint effort. This AGREEMENT 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.

9.7 BINDING EFFECT. This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and any respective successors.

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

9.9 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER

OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT.

9.10 GOVERNING LAW AND VENUE. This AGREEMENT shall be governed by the laws of the State of Florida and it shall be performed in Palm Beach County, Florida unless otherwise provided by law. The Parties agree that any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

9.11 LEGAL COMPLIANCE. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this AGREEMENT. Furthermore, any provisions of this AGREEMENT which do not comply with the laws of the State of Florida in existence from time to time during the term of this AGREEMENT shall be deemed amended to comply with such laws.

9.12 SEVERABILITY. Should any provision of this AGREEMENT be invalid, illegal, unlawful, unenforceable or void in any respect the surviving provisions of this AGREEMENT shall nevertheless be effective and binding on all Parties.

9.13 MEDIATION. The Parties agree that in the event they cannot resolve a dispute hereunder, they shall, prior to filing any law suit, mutually participate in a mediation, to be conducted by a certified Florida Circuit Court mediator, who shall be mutually selected and whose fees and costs shall be equally divided between the Parties.

9.14 ASSIGNMENT. This AGREEMENT shall inure to the benefit of and shall be binding upon BOARD, its successors and assigns, and SUPERINTENDENT, his heirs and personal representatives. Neither this AGREEMENT nor any interest herein may be assigned, transferred or encumbered by either Party. There shall be no partial assignments of this AGREEMENT including, without limitation, the partial assignment of any right to receive payments from BOARD.

9.15 FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this AGREEMENT if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

9.16 CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such

articles or sections of this AGREEMENT, nor in any way effect this AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

9.17 AUTHORITY. Each person signing this AGREEMENT on behalf of either party individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this AGREEMENT.

9.18 STATE FUNDING. SUPERINTENDENT's salary, performance incentives and benefits paid for by state funds shall be limited as prescribed in Section 1001.50, Florida Statutes. BOARD shall be responsible for identifying additional sources of funding for any amounts due and owing to SUPERINTENDENT under the terms of this AGREEMENT that are in excess of the limits prescribed by Section 1001.50, Florida Statutes.

9.19 ATTORNEY'S FEES. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective Parties; provided, however, that this clause pertains only to the Parties to the AGREEMENT.

9.20 NOTICE. When either of the Parties desire to give notice to the other, such notice must be in writing, and hand-delivered or sent by certified U.S. Mail, with return receipt requested, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such 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 BOARD: BOARD Chair
The School District of Palm Beach County
3300 Forest Hill Blvd., C-316
West Palm Beach, FL 33406

With a Copy to: General Counsel
3300 Forest Hill Blvd., C-323
West Palm Beach, FL 33406

To SUPERINTENDENT: Robert Avossa
3300 Forest Hill Blvd., C-316
West Palm Beach, FL 33406

SUPERINTENDENT



ROBERT AVOSSA

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

BY 

CHUCK SHAW, BOARD CHAIRMAN

Date: 4/22/15

Reviewed and Approved As To Legal
Form



School Board Attorney

Date: 4/22/15

**AGREEMENT FOR THE EMPLOYMENT OF
THE SUPERINTENDENT OF
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA**

This Agreement (hereinafter referred to as the "AGREEMENT") made and entered into this 1st day of July, 2012, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the "BOARD") and WALTER D. GRIFFIN of Seminole County, Florida, (hereinafter referred to as "GRIFFIN") specifically provides as follows:

1. TERM OF THE AGREEMENT

1.1 That the BOARD, in accordance with a motion duly adopted at its official meeting held on the 22nd day of May, 2012, has the duly vested authority to employ and does hereby employ GRIFFIN, as its District Superintendent of Schools (hereinafter referred to as "Superintendent"), pursuant to Section 1001.50, Florida Statutes, commencing on July 1, 2012 and ending at midnight on June 30, 2015.

1.2 The BOARD and GRIFFIN mutually agree that during the aforesaid term of this AGREEMENT, GRIFFIN shall perform the duties of Superintendent in and for the School District of Seminole County, Florida, as prescribed by the Constitution, laws, and administrative rules of the State of Florida, policies of the BOARD, and the terms and conditions of this AGREEMENT.

2. PERFORMANCE OBJECTIVES/JOB RESPONSIBILITIES

2.1 GRIFFIN'S responsibilities, duties and functions shall include, but not be limited to, the following:

2.1.1 Serve as the Secretary to the BOARD and Chief Executive Officer of the School District as prescribed by Florida law and BOARD policy. GRIFFIN 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 effect positive change for students within the district and such other duties and responsibilities prescribed by Section 1001.51, Florida Statutes. GRIFFIN shall also be responsible for providing internal monitoring data and reports as required by BOARD policies.

2.1.2 Represent the interests of the BOARD and the District in day-to-day engagement with parents, other citizens, community organizations and governmental agencies.

2.1.3 Perform other duties and functions as assigned or required by BOARD policies and Florida and Federal laws.

3. EVALUATION

3.1 GRIFFIN'S annual evaluation shall be based on a periodic review of the BOARD'S priorities and goals. A copy of the most recent evaluation form presented to the current

Superintendent is attached as "Exhibit A," and shall serve as a model for future evaluations.

3.2 The BOARD shall advise GRIFFIN in writing of those areas of GRIFFIN'S performance deserving commendation, recommendation or needing improvement, prior to October 1, 2012, and prior to October 1 of each subsequent year during the term of this AGREEMENT. A copy of the final, written evaluation shall be provided to BOARD members and GRIFFIN. BOARD members may also meet individually with GRIFFIN to share their perspectives on the evaluation.

3.3 It shall be the sole responsibility of GRIFFIN to advise the BOARD of the appropriate timelines and to schedule the meetings necessary to complete the evaluation process in a timely manner.

4. COMPENSATION

4.1 Salary:

4.1.1 The annual salary for GRIFFIN, during the term of this AGREEMENT, shall be One Hundred Seventy-Five Thousand Dollars and No/100 (\$175,000.00) per year. The base salary amount may be subject to annual review by the BOARD at the time administrators' salaries are reviewed but shall be no less than the initial salary under this agreement.

4.1.2 The base salary set forth in Section 4.1.1 shall be increased during the term of this AGREEMENT, by the same percentage of the base salary as any increase on the base that is received by teachers pursuant to collective bargaining. Any such increase shall be retroactive to July 1 of the year in which such increase becomes applicable.

4.1.3 GRIFFIN'S salary shall be increased by the sum of \$3,402.00 at such time as the University of Central Florida shall confer an Ed.D. upon GRIFFIN. The increase shall be pro-rated from the date the degree is conferred to June 30th of that year.

4.1.4 All payments shall be in equal installments at the same intervals as the District's other administrative personnel are paid.

4.1.5 The Superintendent's compensation and other benefits as herein established shall not be diminished by any provision of law hereinafter enacted by the State of Florida and in no event shall be less than the total compensation as determined hereby and in accordance with the laws of Florida in effect as of the effective date of this AGREEMENT.

4.2 **HEALTH INSURANCE BENEFITS:** The BOARD shall make available to GRIFFIN, during the term of this AGREEMENT, such health, dental, vision, short and long term disability insurance, life insurance and other flexible benefits as are generally made available to 12-month administrative employees of the District. The cost of all such benefits shall be paid for by the BOARD to the extent that same are paid by the BOARD for other 12-month administrative employees. In addition, the BOARD shall offer the same health, dental and vision insurance benefits available to GRIFFIN'S eligible family members on the same basis as such benefits are offered to other 12-month administrative employees' family members.

4.3 ANNUITY: BOARD shall provide an annual contribution to a tax-sheltered annuity, chosen by GRIFFIN, and in his name, in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) per year. Said contribution shall be made during the term of this AGREEMENT, to the specified tax sheltered annuity commencing on July 1, 2012 and concluding on June 30, 2015.

4.4 ALLOWANCES:

4.4.1 Automobile Expense: In order to assist and enhance GRIFFIN'S ability to perform his duties and responsibilities, the BOARD shall provide GRIFFIN Five Hundred Dollars (\$500) per month for the use of a personal automobile and insurance, maintenance, gas and other expenses related thereto. Any costs or expenses related to the rental or lease of a motor vehicle for travel within the State of Florida shall be borne by GRIFFIN and shall not be separately reimbursed. GRIFFIN shall maintain an automobile for employment purposes.

4.4.2 Cell Phone Expense: In order to assist and enhance GRIFFIN'S ability to perform his duties and responsibilities, the BOARD shall provide GRIFFIN Eighty Dollars (\$80.00) per month toward the cost of his cell phone service.

4.5 REIMBURSABLE EXPENSES: In order to assist and enhance GRIFFIN'S ability to perform his job responsibilities, to the extent permitted by law, the BOARD shall also pay or reimburse GRIFFIN for reimbursable expenses, such as per diem, lodging, non-vehicle (automobile) transportation, and the like incurred by GRIFFIN in the continuing performance of GRIFFIN'S duties under this AGREEMENT.

4.6 PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES: In support of the BOARD'S educational interests, GRIFFIN shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance (excluding automobile expense) to be borne by the BOARD in accord with the BOARD'S policies and state law, including membership fees and dues of GRIFFIN in such organizations as he deems appropriate to the performance of his duties. GRIFFIN may hold offices or accept responsibilities in these professional or educational organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. The BOARD shall pay the entire cost of GRIFFIN'S memberships in or engagements with the following organizations: Florida Association of District School Superintendents; American Association of School Administrators; Florida Association of School Administrators; and, such other professional or educational memberships as the BOARD and GRIFFIN determine are necessary to maintain or improve his professional knowledge and skills.

The cost of such professional and educational memberships shall be paid by the BOARD only to the extent permitted by law and upon proper submittal of invoices for reimbursement or payment of such fees and dues.

4.7 FLORIDA RETIREMENT SYSTEM: GRIFFIN shall be eligible to participate in the Florida Retirement System (FRS). BOARD shall contribute to the FRS as required by law including the provisions of Section 121.055, Florida Statutes, which currently provides

that participation in the Senior Management Service Class is compulsory for all appointed district school superintendents. In the event that Senior Management Service Class ceases to be compulsory for appointed district school superintendents, BOARD agrees to continue to maintain GRIFFIN in membership in the Senior Management Service Class unless prohibited by law or in the event Senior Management Service Class ceases to exist.

5. CONTRACT PERFORMANCE AND OTHER INCENTIVES

5.1 GRIFFIN shall receive the following performance incentives. Payment will be made on or about July 1, 2013, for achievements made during the 2012-2013 school year and will be made each July or thereafter as appropriate for accomplishments made for the preceding school year. The performance incentive is \$250.00 for each of the following annual accomplishments:

- a. increase in the graduation rate by 1%;
- b. increase in Pre-K enrollment by 5%;
- c. increase in "Industry Certifications" earned by students by 5%;
(See Fla. Admin. Code R. 6A-6.0573 et seq.)
- d. increase in AP pass rate by 1%;
- e. maintain or increase number of A and B rated schools as designated for 2012-13 school year;
- f. maintain school district as an A rated school district;
- g. rank #1 or #2 among the 17 largest school districts in Florida in: (1) math proficiency (2) reading proficiency (3) science proficiency; or (4) writing-proficiency Achievement in each category shall be considered a separate performance for purposes of the annual \$250.00 incentive payment.

6. LEAVE AND OTHER DAYS OF PAID NON-SERVICE

6.1. ANNUAL LEAVE: GRIFFIN shall accrue annual leave at the rate allowed for 12-month administrative employees of the District, which presently is 1.5 days per month. GRIFFIN may accumulate unused annual leave and carry same over to the following fiscal year pursuant to BOARD Policy 7.52 or any successor policies.

6.2. SICK LEAVE: GRIFFIN shall accrue sick leave as provided by Florida law and BOARD Policy 7.41 or any successor policy, which presently is one (1) day per month.

6.3. HOLIDAYS: GRIFFIN shall be entitled to the same paid holidays as those provided to the 12-month administrative employees of the District.

7. ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES

7.1 GRIFFIN may engage in additional, outside professional development activities, including teaching, consulting, speaking, writing, and participating in professional associations related to education or business, provided said activities do not interfere with GRIFFIN'S duties and to the extent that same does not violate § 112.311 et seq., Fla. Stat. Code of Ethics for Public Officers and Employees. Any compensated consulting work undertaken by GRIFFIN must be performed using GRIFFIN'S annual leave time, personal leave time, holidays or other non-duty time. GRIFFIN shall disclose to the BOARD, in writing, any consulting work in advance of performing same. BOARD shall not be responsible for reimbursement of any expenses, including any reasonable per diem for meals and travel. It is also agreed that unpaid consulting work for districts or organizations identified in 4.9 shall be considered professional development or temporary duty leave, due to positive exposure for the district or experiences that would enhance GRIFFIN'S performance of district responsibilities.

8. BOARD/SUPERINTENDENT RELATIONS

8.1 GRIFFIN and the BOARD agree to work with one another in compliance with BOARD policy and in so doing, GRIFFIN shall advise and counsel with the BOARD.

8.2 Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by the BOARD to GRIFFIN to the extent permitted by law.

8.3 The BOARD recognizes that it is a collective body and each BOARD member recognizes that his power as a BOARD member is derived from the collective deliberation and action of the BOARD as a whole in a duly-constituted meeting and that there is no individual authority to give direction to GRIFFIN or any SCPS staff member regarding the management of the District or the solution of specific problems.

8.4 It is agreed that the BOARD, individually and collectively, will refer promptly to GRIFFIN for study and recommendation, criticism, complaints and suggestions brought to the attention of the BOARD or any member thereof.

9. TERMINATION AND NON-RENEWAL

9.1 **TERMINATION WITHOUT CAUSE:** BOARD may remove GRIFFIN from the position of Superintendent at any time during this AGREEMENT without any reason, upon an affirmative vote of a majority of the BOARD'S members. Nothing in this AGREEMENT shall prevent the BOARD from exercising its discretion to terminate this AGREEMENT and the services of GRIFFIN, upon an affirmative vote of a majority of the BOARD'S members. GRIFFIN shall receive ninety (90) days written notice of any such determination by the BOARD to terminate this AGREEMENT. GRIFFIN 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 AGREEMENT.

9.2 **SEVERANCE COMPENSATION:** In the event that GRIFFIN is terminated without cause by the BOARD pursuant to Section 9.1, BOARD agrees to pay GRIFFIN the

maximum sum that is permitted by §§ 215.425 and 1001.50(2), Fla. Stat. (2012). All compensation paid by BOARD to GRIFFIN pursuant to these provisions shall be considered liquidated damages.

9.3 TERMINATION FOR CAUSE: GRIFFIN 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 AGREEMENT; 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 66-4.009, 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 GRIFFIN shall be entitled to such due process rights as provided by state law and BOARD policy. If this AGREEMENT is terminated for cause, GRIFFIN'S term of office shall immediately cease. If terminated for cause, GRIFFIN shall be ineligible for any other compensation or benefits. However, GRIFFIN is entitled, upon termination for cause, to payment for any earned, accrued and unused leave to the extent permitted by BOARD policy.

9.4 BENEFITS UPON TERMINATION: In the event of termination of this AGREEMENT, GRIFFIN'S medical insurance will be addressed in accordance with any federal law, state laws and state regulations in effect at the time of termination.

9.5 INCAPACITY: In the event that GRIFFIN becomes unable to perform any or all of his duties with reasonable accommodations under this AGREEMENT 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, BOARD may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of GRIFFIN under this AGREEMENT. If such disability continues for more than ninety (90) consecutive days, the BOARD may, in its sole discretion and upon an affirmative vote of a majority of its members, terminate this AGREEMENT whereupon the respective duties, rights and obligations of the Parties shall terminate including, any obligations for severance pay contained in Section 9.2 hereof. In the event of termination due to disability, GRIFFIN shall continue to receive the salary and benefits provided in this AGREEMENT for a period of ninety (90) days from the date GRIFFIN is terminated. The BOARD'S decision and determination as to the disability of GRIFFIN shall be final and shall be based upon the opinion of a licensed medical physician. GRIFFIN hereby consents to a medical examination as requested by the BOARD pursuant to this provision or in the alternative to produce sufficient documentation to determine the nature of the absence or incapacity. The Parties agree that the BOARD may select the licensed physician who will perform any such medical examination.

9.6 RESIGNATION: If GRIFFIN 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 AGREEMENT, this AGREEMENT and all rights and obligations created hereunder, shall terminate, unless the BOARD elects to terminate the AGREEMENT 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 agreement earlier, such written resignation shall become effective on the 90th day after its

delivery 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 GRIFFIN without the consent and agreement of the BOARD through a properly adopted motion by the BOARD at a regularly scheduled meeting. All salaries and other benefits which are or would be payable or accrue to GRIFFIN under this AGREEMENT shall be prorated as of the effective date of the resignation. GRIFFIN shall be entitled for any earned, accrued and unused leave. GRIFFIN shall also be entitled to payment for any performance incentives earned through the date notice of the resignation was served to the BOARD.

9.7 BENEFITS UPON RETIREMENT OR DEATH: This AGREEMENT shall be terminated upon the retirement or death of GRIFFIN. If termination is as a result of death, GRIFFIN'S estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which GRIFFIN participated and any salary, reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of death. If termination is the result of GRIFFIN'S retirement, GRIFFIN shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of retirement.

9.8 MUTUAL AGREEMENT: This AGREEMENT may be terminated by mutual agreement of GRIFFIN and the BOARD, in writing, upon mutually agreed upon terms and conditions. If termination is by mutual agreement, GRIFFIN shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the termination date. Termination under this provision does not require BOARD payment of any or all of the severance pay to be paid by the BOARD pursuant to Section 9.2 herein, unless expressly agreed to by the Parties at the time of the mutual separation.

10 GENERAL CONDITIONS

10.1 PLACE OF PERFORMANCE: All obligations of the BOARD under the terms of this AGREEMENT are reasonably susceptible of being performed in Seminole County, Florida and shall be payable and performable in Seminole County, Florida.

10.2 SOVEREIGN IMMUNITY: Nothing herein is intended to serve as a waiver by BOARD or GRIFFIN of sovereign immunity or of any rights under § 768.28, Florida Statutes.

10.3 NO THIRD PARTIES: The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this AGREEMENT. None of the Parties intend to directly or substantially benefit a third party by this AGREEMENT. The Parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against any of the Parties based upon this AGREEMENT. Nothing herein shall be construed as consent by either party to be sued by third Parties in any matter arising out of any contract.

10.4 INDEMNIFICATION OF SUPERINTENDENT: In accordance with § 1012.26,

Florida Statutes, the BOARD agrees that it shall indemnify, defend and hold harmless GRIFFIN to the fullest extent permitted by applicable law from and against any and all liabilities, costs, claims and expenses, including without limitation, all costs and expenses incurred in defense of litigation or any administrative proceeding or action, including attorneys' fees and costs, arising out of the employment of GRIFFIN, or as a result of his serving as Superintendent, except to the extent arising out of or based on his gross negligence, willful misconduct, bad faith, with malicious purpose, conduct in any manner exhibiting wanton and willful disregard of human rights, safety, or property or as a result of the willful or wanton neglect of duty as Superintendent. GRIFFIN shall have the right to select counsel to represent him in any such civil or criminal action, subject to the Board's approval. This provision shall survive termination of this AGREEMENT.

10.5 NON-DISCRIMINATION: The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this AGREEMENT because of race, color, religion, sex, national origin, disability, age, or marital status.

10.6 ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the Parties, oral and written, express or implied, are hereby superseded and merged herein. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10.7 AMENDMENTS: Any amendment, modifications, or variations from the terms of this AGREEMENT shall be in writing, shall be effective only upon approval of such amendment, modification, or variation by the BOARD and GRIFFIN, and shall not operate as a termination of this AGREEMENT.

10.8 AGREEMENT PREPARATION: The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for each of them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this AGREEMENT has been their joint effort. This AGREEMENT 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.

10.9 BINDING EFFECT: This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and any respective successors.

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

10.11 GOVERNING LAW: This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any cause of action shall be in the Eighteenth Judicial Circuit of Seminole County, Florida.

10.12 LEGAL COMPLIANCE: Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this AGREEMENT. Furthermore, any provisions of this AGREEMENT which do not comply with the laws of the State of Florida in existence, from time to time, during the term of this AGREEMENT shall be deemed amended to comply with such laws.

10.13 SEVERABILITY: Should any provision of this AGREEMENT be invalid, illegal, unlawful, unenforceable or void in any respect, the surviving provisions of this AGREEMENT shall nevertheless be effective and binding on all Parties.

10.14 MEDIATION: The Parties agree that in the event they cannot resolve a dispute hereunder, they shall, prior to filing any law suit, mutually participate in mediation, to be conducted by a certified Florida Circuit Court mediator, who shall be mutually selected and whose fees and costs shall be equally divided between the Parties.

10.15 ASSIGNMENT: Neither this AGREEMENT nor any interest herein may be assigned, transferred or encumbered by any Party. There shall be no partial assignments of this AGREEMENT including, without limitation, the partial assignment of any right to receive payments from the BOARD.

10.16 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this AGREEMENT if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any of this matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

10.17 CAPTIONS: The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, nor in any way effect this AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

10.18 AUTHORITY: Each person signing this AGREEMENT, on behalf of either Party, individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this AGREEMENT.

10.19 STATE FUNDING: GRIFFIN'S salary, performance incentives and benefits paid for by state funds shall be limited as prescribed in Section 1001.50, Florida Statutes. BOARD shall be responsible for identifying additional sources of funding for any amounts due and owing to GRIFFIN under the terms of this AGREEMENT that are in excess of the

limits prescribed by Section 1001.50, Florida Statutes.

10.20 NOTICE: 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 such 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 BOARD: Seminole County School Board
Attn: School Board Chairman
Educational Support Center
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

With a Copy to: Executive Director of Legal Services
Educational Support Center
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

To GRIFFIN: Walter D. Griffin
Superintendent
Educational Support Center
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

10.21 Venue: Venue for any action at law or equity arising out of this AGREEMENT, including but not limited to, action for enforcement or breach of this AGREEMENT shall be brought in the County or Circuit Court of Seminole County, Florida or the U.S. District Court for the Middle District of Florida, as appropriate.

11. SIGNATURES:

The School Board of Seminole County, Florida

Attest:

By:



Tina Calderone, Chairman

Date: May 22, 2012



Bill Vogel, Superintendent

Date: May 22, 2012

(SEAL)

Walter D. Griffin
Walter D. Griffin

STATE OF FLORIDA
COUNTY OF SEMINOLE

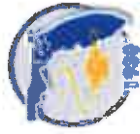
Affirmed and subscribed before me this 22 day of May, 2012, by Walter D. Griffin,
who is personally known to me

By: Kimberly York
Notary Public State of Florida



Tab

4



Florida School Boards Association

The voice of education in Florida.

Superintendent Salary Comparison 2016

| School District | Students | Schools/ Charters | Employees | Annual Budget | Superintendent Salary |
|-----------------|----------|----------------------|-----------|----------------|-----------------------|
| Alachua | 30,600 | 41/12 | 4,728 | \$316 Million | \$160,650.00 |
| Brevard | 73,708 | 92/20 special | 8,822 | \$779 Million | \$210,000.00 |
| Broward | 265,401 | 238/99 | 32,646 | \$2.05 Billion | \$283,618.00 |
| Charlotte | 15,494 | 20/1 | 2,186 | \$245 Million | \$150,000.00 |
| Collier | 45,000 | 51/5 | 7,100 | \$951 Million | \$214,585.00 |
| Duval | 128,699 | 172/35 | 12,532 | \$1.73 Billion | \$275,000.00 |
| Hillsborough | 207,382 | 233/46 | 26,795 | \$2.8 Billion | \$225,000.00 |
| Indian River | 17,850 | 22/5 | 2,026 | \$271 Million | \$155,000.00 |
| Lee | 89,353 | 96/24 | 10,699 | \$1.29 Billion | \$185,000.00 |
| Manatee | 48,000 | 50/12 | 6,378 | \$627 Million | \$189,955.00 |
| Miami-Dade | 355,913 | 339/125 | 39,577 | \$4.83 Billion | \$318,000.00 |
| Orange | 194,314 | 186/36 | 22,595 | \$3.9 Billion | \$260,000.00 |
| Osceola | 59,000 | 52/17 | 7,000 | \$837 Million | \$195,000.00 |
| Palm Beach | 183,000 | 187/50 | 21,656 | \$2.3 Billion | \$325,000.00 |
| Pinellas | 104,104 | 118/22 | 16,105 | \$1.14 Billion | \$252,000.00 |
| Polk | 91,746 | 140/25 | 11,200 | \$1.32 Billion | \$225,000.00 |
| St. Lucie | 41,478 | 37/6 | 5,320 | \$447 Million | \$175,000.00 |
| Seminole | 65,166 | 60/3 | 7,735 | \$621 Million | \$178,402.00 |
| Volusia | 61,829 | 69/8 | 7,483 | \$776 Million | \$175,000.00 |
| | | | | Average | \$218,537.37 |

Tab

5

**Salaries of
Elected County Constitutional Officers
and School District Officials
for Fiscal Year 2015-16**

October 2015

**The Florida Legislature's
Office of Economic and Demographic Research**



Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2015-16

Summary:

The practice of determining the compensation of Florida's county constitutional officers by state law was sanctioned by the Constitution of 1885 and has been maintained since the 1968 constitutional revision.¹ However, it was not until 1973 that the Legislature authorized the salary compensation formula that was the precursor to its present form.² Prior to that legislation, the authorization of changes to county officers' compensation required frequent legislative action. A summary of these historical constitutional provisions and general law amendments can be found in this report's appendix.

In expressing its intent, the Legislature determined that a uniform salary law was needed to replace the previous local law method of determining compensation, which was haphazard, preferential, inequitable, and probably unconstitutional.³ In addition, the Legislature intended to provide for uniform compensation of county officers having substantially equal duties and responsibilities and basing these uniform salary schedules on countywide population. Furthermore, in acknowledging the Legislature's stated intent for uniformity, Florida's Attorney General opined in 2008 that a sheriff could not voluntarily reduce his or her salary below that established by law.⁴ However, in 2009, the Legislature authorized district school board members and elected school superintendents to reduce their salaries on a voluntary basis.⁵ Furthermore, in 2011, the Legislature authorized county commissioners, clerks of circuit court, county comptrollers, sheriffs, supervisors of elections, property appraisers, and tax collectors to voluntarily reduce their salaries.⁶

The statutory salary provisions apply to all designated officers in all counties, except those officials whose salaries are not subject to being set by the Legislature due to the provisions of a county home rule charter, as well as those officials of counties that have a chartered consolidated form of government as provided in Chapter 67-1320, L.O.F., (i.e., Duval County).⁷ The adoption of a charter provides the county's electors with a mechanism to fundamentally alter the form of county government and the status of constitutional officers.⁸ Salaries have been computed for all officers of charter counties and are provided for reference purposes even though the statutorily-calculated figures may not be applicable.

The current salary formula methodology specifies that the latest official population census counts or intercensal estimates for the years between decennial censuses serve as a major component of the salary computation. In addition to the population figures, the salary formula contains five other components. The *base salary* and *group rate* components for the separate officers are specified in various sections of Chapter

1. Section 5, Art. II, State Constitution.

2. Chapter 73-173, L.O.F.

3. Section 145.011, F.S.

4. Florida Attorney General Opinion 2008-28 available at <http://myfloridalegal.com/ago.nsf/Opinions>.

5. Chapters 2009-3 and 2009-59, L.O.F.

6. Chapter 2011-158, L.O.F.

7. Section 145.012, F.S.

8. According to the Florida Association of Counties, Florida's charter counties and their respective year of charter adoption are as follows: Alachua (1987), Brevard (1994), Broward (1975), Charlotte (1986), Clay (1991), Columbia (2002), Duval (1968), Hillsborough (1983), Lee (1996), Leon (2002), Miami-Dade (1957), Orange (1987), Osceola (1992), Palm Beach (1985), Pinellas (1980), Polk (1998), Sarasota (1971), Seminole (1989), Volusia (1971) and Wakulla (2008) available at <http://www.fl-counties.com/about-floridas-counties/charter-county-information>.

145, F.S., for elected county officers and Chapter 1001, F.S., for elected school district officials.⁹ The *initial factor* component is currently set in law as a constant numerical value.¹⁰ The Florida Department of Management Services (DMS) annually certifies the remaining two components, the *annual factor* and *cumulative annual factor*, used in the salary formula calculations.¹¹ Traditionally, this annual certification has occurred in late summer, typically during the month of August or September.¹²

Prior to 1984, the Florida Department of Community Affairs calculated salaries for county constitutional officers; however, that authority was deleted from law during the 1984 legislative session.¹³ From 1985 through 2009, the former Legislative Committee on Intergovernmental Relations continued the annual salary calculations for county constitutional officers and elected school officials as a service to governmental units. Since 2010, the Legislature's Office of Economic and Demographic Research (EDR) has made the annual calculations. Since the EDR is not required by law to perform these calculations, county government and school district officials are encouraged to independently verify the salaries of their respective elected officials.

General Law Amendments Affecting Elected County and School District Officers' Compensation:

There were no general law amendments resulting from the 2015 Regular and Special Legislative Sessions.

Definition of Terms Relevant to the Current Statutory Formula:

Population means the latest annual determination of population of local governments produced by the EDR and provided to the Governor's Office in accordance with s. 186.901, F.S.¹⁴ For the years between decennial censuses, the University of Florida's Bureau of Economic and Business Research (BEBR) generates annual population estimates for local governments, in accordance with a contract administered by the EDR. *Salary* means the total annual compensation, payable under the schedules set forth in Chapter 145, F.S., to be paid to an officer as personal income.¹⁵ *Annual Factor* means 1 plus the lesser of either: 1) the average percentage increase in the salaries of state career service employees for the current fiscal year as determined by the DMS or as provided in the General Appropriations Act; or 2) 7 percent.¹⁶ *Cumulative Annual Factor* means the product of all annual factors certified under this act prior to the fiscal year for which salaries are being calculated.¹⁷ *Initial Factor* means a factor of 1.292, which is the product, rounded to the nearest thousandth, of an earlier cost-of-living increase factor authorized by Chapter 73-173, L.O.F., and intended by the Legislature to be preserved in adjustments to salaries made prior to the enactment of Chapter 76-80, L.O.F., multiplied by the annual increase factor authorized by Chapter 79-327, L.O.F.¹⁸

Salary Computation Methodology:

STEP 1 of the salary computation involves the determination of the relevant population group number for the elected officer based on the countywide population. **Table 1** lists the official 2014 county population estimates used to compute the 2015-16 salaries.

9. Sections 145.031, 145.051, 145.071, 145.09, 145.10, 145.11, 1001.395, 1001.47, F.S.

10. Section 145.19(1)(c), F.S.

11. Section 145.19(2), F.S.

12. The letter from the Department of Management Services' Division of Human Resource Management, which certified the annual factor and cumulative annual factor for the 2015-16 fiscal year, was dated August 20, 2015. (Letter on file with the EDR.)

13. Chapter 84-241, L.O.F.

14. Section 145.021(1), F.S.

15. Section 145.021(2), F.S.

16. Section 145.19(1)(a), F.S.

17. Section 145.19(1)(b), F.S.

18. Section 145.19(1)(c), F.S.

Two sets of countywide population ranges are used to determine the salaries of the elected officers. One set applies to the clerk of circuit court, county comptroller (if applicable), tax collector, property appraiser, supervisor of elections, sheriff, and school superintendent. The second set applies only to county commissioners and school board members. Each population range has an assigned population group number.

STEP 2 of the salary computation involves the determination of the relevant base salary and group rate that corresponds to the population group number determined in the first step. **Table 2** displays the applicable sets of population ranges, base salaries, and group rates, which correspond to each population group number.

STEP 3 involves computing the salaries of elected county officers using the following formula.

$$\text{Salary} = [\text{Base Salary} + (\text{Population Above Group Minimum} \times \text{Group Rate})] \times \\ \text{Initial Factor} \times \text{Certified Annual Factor} \times \text{Certified Cumulative Annual Factor}$$

Sample Computation of Salary:

Officer: Alachua County Tax Collector

| | |
|---|----------|
| 2014 Population Estimate: | 250,730 |
| Group Number (IV) Minimum: | 200,000 |
| Corresponding Base Salary (i.e., Group IV): | \$30,175 |
| Corresponding Group Rate (i.e., Group IV): | 0.01575 |
| Initial Factor: | 1.292 |
| Certified Annual Factor: | 1.0011 |
| Certified Cumulative Annual Factor: | 3.2949 |

$$\text{Salary} = [\$30,175 + [(250,730 - 200,000) \times 0.01575]] \times 1.292 \times 1.0011 \times 3.2949 = \$132,002$$

Salaries of Elected County Constitutional Officers:

Table 3 displays the salaries for the county constitutional officers calculated pursuant to the statutory formula. As previously mentioned, these salaries apply to all designated officers in all counties, except those officials whose salaries are not subject to being set by the Legislature due to the provisions of a county home rule charter, as well as those officials of counties that have a chartered consolidated form of government as provided in Chapter 67-1320, L.O.F., (i.e., Duval County). The formula-based salaries of supervisors of elections are based upon a five-day workweek; however, if a supervisor does not keep his or her office open five days per week then the salary is prorated accordingly.¹⁹ The calculation of each supervisor of elections' salary is based on the assumption of a five-day workweek and does not reflect any applicable pro rata reduction. Each elected county constitutional officer may reduce his or her salary rate on a voluntary basis; however, the salary figures published in this report do not reflect any such voluntary reductions.²⁰ Additionally, these salary figures do not include any special qualification salary (discussed in the section entitled *Additional Compensation*), which may be awarded to eligible officers.

19. Sections 145.09(2), F.S.

20. Sections 145.031(3), 145.051(3), 145.071(3), 145.09(4), 145.10(3), 145.11(3), F.S.

Salaries of Elected School Superintendents and School Board Members:

Table 3 also displays the salaries for the school superintendents and school board members calculated pursuant to the statutory formula. The formula-based salary computation is made for each school district's superintendent and included in the table even though the statutory provisions apply only to elected superintendents. Additionally, the salary figures do not include any special qualification salary, performance salary incentive, or district school board-approved salary (each discussed in the section entitled *Additional Compensation*), which may be awarded to eligible elected school superintendents. Each elected school board member and school superintendent may also reduce his or her salary rate on a voluntary basis; however, the salary figures published in this report do not reflect any such voluntary reductions.²¹

Effective Date of Salary Changes:

Elected county and school officers' salaries are adjusted annually pursuant to law, but fails to specify the effective date of these annual changes.²² Florida's county governments operate on the October 1st to September 30th local fiscal year, while Florida's school districts operate on the July 1st to June 30th state fiscal year. In an attempt to clarify this uncertainty, Florida's Attorney General opined that salary increases are effective October 1st for the elected county officers and July 1st for the elected school district officials.²³

Additional Compensation:

Select county constitutional officers are eligible to receive a special qualification salary of up to \$2,000 added to their formula-based salary; however, the officer must first successfully complete the required certification program.²⁴ Any officer becoming certified during a calendar year receives in that year a pro rata share of the special qualification salary based on the remaining period of the year. Any special qualification salary is added after the calculation of the formula-based salary.

Certification programs are offered to the clerks of circuit court, sheriffs, supervisors of elections, property appraisers, tax collectors, and elected school superintendents, and the officer is required to complete a course of continuing education to remain certified.²⁵ The following state agencies prescribe the courses of continuing education: the Supreme Court for clerks of circuit court; the Department of Law Enforcement for sheriffs; the Department of State's Division of Elections for supervisors of elections; the Department of Revenue for property appraisers and tax collectors; and the Department of Education for elected school superintendents.

In addition to the special qualification salary for elected school superintendents, the Department of Education also provides a leadership development and performance compensation program, which consists of two phases: a content, knowledge, and skills phase; and a competency acquisition phase.²⁶ Upon successful completion of both phases and demonstrated successful performance, the school superintendent is issued a Chief Executive Officer Leadership Development Certificate and given an annual performance salary incentive of not less than \$3,000 nor more than \$7,500 based upon his or her performance evaluation. For elected school superintendents, current law also provides that a district school board may approve, by majority vote, a salary in excess of the formula-based amount.²⁷

21. Sections 1001.395(2), 1001.47(6), F.S.

22. Section 145.19(2), F.S.

23. Florida Attorney General Opinion 79-87.

24. Section 145.19(2), F.S.

25. Sections 145.051(2), 145.071(2), 145.09(3), 145.10(2), 145.11(2), 1001.47(4), F.S.

26. Section 1001.47(5), F.S.

27. Section 1001.47(1), F.S.

Payment of Group Insurance Premiums or Charges:

Current law authorizes the payment of premiums or charges for group insurance for those county officers whose compensation is fixed by Chapter 145, F.S.²⁸ All or any portion of the payment of the costs of life, health, accident, hospitalization, or annuity insurance for county officers, as authorized in s. 112.08, F.S., is not deemed to be compensation within the purview of Chapter 145, F.S.²⁹

Role of the EDR:

As previously mentioned, the EDR has continued the annual calculations of elected county constitutional officers and school district officials' salaries as a service to interested parties. No legislative entity is under statutory obligation to perform these annual calculations; therefore, county government and school district officials are encouraged to independently compute the salaries of their own elected officers in order to verify the salary figures published in this report.

Beyond making the formula-based salary calculations and publishing this annual report, the EDR does not collect any of the following information: 1) the salary figures of those officers whose salaries are not set pursuant to the statutory formula; 2) the salary figures of those officers choosing to voluntarily reduce their salary; 3) a listing of county constitutional officers and elected school superintendents receiving any special qualification salary and the amounts of those supplemental awards; 4) a listing of elected school superintendents receiving any performance salary incentive or district school board-approved salary and the amounts of those supplemental awards; and 5) the amounts of any group insurance premiums or charges paid on behalf of those county officers whose compensation is fixed by law. Persons interested in obtaining such figures should contact the county government or school district directly.

Florida Attorney General Opinions:

Florida's Attorney General has issued the following legal opinions relevant to the salary issue.

| <u>Opinion #</u> | <u>Subject</u> |
|------------------|--|
| 2008-28 | Sheriff – voluntary reduction of salary |
| 99-63 | Clerk, fees imposed on county commission |
| 93-94 | Class C travel and mileage reimbursements |
| 93-31 | Fee officer's salary |
| 91-68 | Florida Retirement System |
| 82-68 | Salary incentive benefits for sheriff |
| 81-45 | Ch. 80-377; school boards |
| 79-87 | County officers' salary adjustments |
| 79-66 | Salary of county officer, deficiency |
| 78-159 | Payment of clerk's social security benefits |
| 77-131 | School board members, group insurance purchase |
| 76-157 | Sheriffs and financial reports |
| 75-241 | Investment income as interest |
| 75-147 | Public funds for group life insurance |
| 74-184 | Changes in salaries and county population |
| 74-177 | Calculating filing fees for candidates |

28. Section 112.14, F.S.

29. Section 145.131(3), F.S.

The full texts of those opinions are available via the searchable online database of legal opinions.³⁰ Local government officials seeking more clarification should review the opinions in their entirety. The reader should keep the date of the opinion in mind when reviewing its relevance to current law or any interpretations that have been articulated in Florida case law.

Salaries of Other Elected State Officials and Full-Time Members of Commissions:

The salaries of Florida's elected state officials and full-time members of commissions are not set by a statutory salary formula, but are set annually in the General Appropriations Act and may be reduced on a voluntary basis.³¹ Listed below are the salaries of those elected officials and commission members, effective July 1, 2015, which do not reflect any voluntary reductions.

| Elected State Officials and Full-Time Commission Members | Salary |
|---|---------------|
| Governor | \$ 130,273 |
| Lieutenant Governor | \$ 124,851 |
| Chief Financial Officer | \$ 128,972 |
| Attorney General | \$ 128,972 |
| Commissioner of Agriculture | \$ 128,972 |
| Supreme Court Justice | \$ 162,200 |
| Judges - District Court of Appeal | \$ 154,140 |
| Judges - Circuit Courts | \$ 146,080 |
| Judges - County Courts | \$ 138,020 |
| State Attorneys | \$ 154,140 |
| Public Defenders | \$ 154,140 |
| Commissioner-Public Service Commission | \$ 131,036 |
| Public Employees Relations Commission Chair | \$ 96,789 |
| Public Employees Relations Commission Commissioners | \$ 45,862 |
| Commissioner-Parole and Probation | \$ 91,724 |
| Criminal Conflict and Civil Regional Counsels | \$ 105,000 |

The annual salaries of members of the Florida Senate and House of Representatives are set as a fixed dollar amount, but current law includes a provision for annual adjustment on July 1st based on the average percentage increase in the salaries of state career service employees for the fiscal year just concluded.³² However, notwithstanding the provisions of s. 11.13(1), F.S., the authorized salaries of state legislators for the 2015-16 fiscal year are set at the same level in effect on July 1, 2010.³³ Consequently, the 2015-16 salaries for the Senate President and House Speaker are \$41,181 each, and the salaries for all other Senate and House members are \$29,697 each.

Availability of Historical Salary Data:

Several compilations of prior years' salary data are available.³⁴

30. <http://myfloridalegal.com/ago.nsf/Opinions>

31. Section 8 of Chapter 2015-232, L.O.F.

32. Section 11.13(1), F.S.

33. Section 76 of Chapter 2015-222, L.O.F.

34. <http://edr.state.fl.us/Content/local-government/data/data-a-to-z/s-z.cfm>

Office of Economic and Demographic Research

| County | Population | County | Population |
|---------------|-------------------|----------------------|-------------------|
| Alachua | 250,730 | Lee | 653,485 |
| Baker | 26,991 | Leon | 281,292 |
| Bay | 170,781 | Levy | 40,473 |
| Bradford | 27,323 | Liberty | 8,668 |
| Brevard | 552,427 | Madison | 19,303 |
| Broward | 1,803,903 | Manatee | 339,545 |
| Calhoun | 14,592 | Marion | 337,455 |
| Charlotte | 164,467 | Martin | 148,585 |
| Citrus | 140,798 | Miami-Dade | 2,613,692 |
| Clay | 197,403 | Monroe | 74,044 |
| Collier | 336,783 | Nassau | 75,321 |
| Columbia | 67,826 | Okaloosa | 190,666 |
| DeSoto | 34,426 | Okeechobee | 39,828 |
| Dixie | 16,356 | Orange | 1,227,995 |
| Duval | 890,066 | Osceola | 295,553 |
| Escambia | 303,907 | Palm Beach | 1,360,238 |
| Flagler | 99,121 | Pasco | 479,340 |
| Franklin | 11,794 | Pinellas | 933,258 |
| Gadsden | 48,096 | Polk | 623,174 |
| Gilchrist | 16,853 | Putnam | 72,523 |
| Glades | 12,852 | St. Johns | 207,443 |
| Gulf | 16,543 | St. Lucie | 282,821 |
| Hamilton | 14,351 | Santa Rosa | 159,785 |
| Hardee | 27,712 | Sarasota | 387,140 |
| Hendry | 37,895 | Seminole | 437,086 |
| Hernando | 174,955 | Sumter | 111,125 |
| Highlands | 99,818 | Suwannee | 44,168 |
| Hillsborough | 1,301,887 | Taylor | 22,932 |
| Holmes | 20,025 | Union | 15,647 |
| Indian River | 140,955 | Volusia | 503,851 |
| Jackson | 50,231 | Wakulla | 31,285 |
| Jefferson | 14,597 | Walton | 59,793 |
| Lafayette | 8,696 | Washington | 24,959 |
| Lake | 309,736 | Florida Total | 19,507,369 |

Data Source: "Florida Estimates of Population 2014" Bureau of Economic and Business Research, University of Florida.

Office of Economic and Demographic Research

**Table 2
Salary Computation Statistics**

| Elected County Constitutional Officers | Population Group Numbers | County Population Range | | Base Salary | Group Rate |
|--|-----------------------------|-------------------------|---------|----------------|---------------|
| | | Minimum | Maximum | | |
| Clerk of Circuit Court Comptroller Property Appraiser Tax Collector <i>ss. 145.051, 145.10, 145.11, F.S.</i> | I | 0 | 49,999 | \$21,250 | 0.07875 |
| | II | 50,000 | 99,999 | \$24,400 | 0.06300 |
| | III | 100,000 | 199,999 | \$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 | 0.00400 |
| Supervisor of Elections <i>s. 145.09, F.S.</i> | I | 0 | 49,999 | \$17,228 | 0.075 |
| | II | 50,000 | 99,999 | \$20,228 | 0.060 |
| | III | 100,000 | 199,999 | \$23,228 | 0.025 |
| | IV | 200,000 | 399,999 | \$25,728 | 0.015 |
| | V | 400,000 | 999,999 | \$28,728 | 0.005 |
| | VI | 1,000,000 | | \$31,728 | 0.004 |
| Sheriff <i>s. 145.071, F.S.</i> | I | 0 | 49,999 | \$23,350 | 0.07875 |
| | II | 50,000 | 99,999 | \$26,500 | 0.06300 |
| | III | 100,000 | 199,999 | \$29,650 | 0.02625 |
| | IV | 200,000 | 399,999 | \$32,275 | 0.01575 |
| | V | 400,000 | 999,999 | \$35,425 | 0.00525 |
| | VI | 1,000,000 | | \$38,575 | 0.00400 |
| County Commissioners <i>s. 145.031, F.S.</i> | I | 0 | 9,999 | \$4,500 | 0.150 |
| | II | 10,000 | 49,999 | \$6,000 | 0.075 |
| | III | 50,000 | 99,999 | \$9,000 | 0.060 |
| | IV | 100,000 | 199,999 | \$12,000 | 0.045 |
| | V | 200,000 | 399,999 | \$16,500 | 0.015 |
| | VI | 400,000 | 999,999 | \$19,500 | 0.005 |
| | VII | 1,000,000 | | \$22,500 | 0.000 |
| Elected School District Officials | Population Group Numbers | County Population Range | | Base Salary | Group Rate |
| School Superintendent <i>s. 1001.47, F.S.</i> | I | 0 | 49,999 | \$21,250 | 0.07875 |
| | II | 50,000 | 99,999 | \$24,400 | 0.06300 |
| | III | 100,000 | 199,999 | \$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 | 0.00400 |
| School Board Members <i>s. 1001.395, F.S.</i> | I | 0 | 9,999 | \$5,000 | 0.083300 |
| | II | 10,000 | 49,999 | \$5,833 | 0.020830 |
| | III | 50,000 | 99,999 | \$6,666 | 0.016680 |
| | IV | 100,000 | 199,999 | \$7,500 | 0.008330 |
| | V | 200,000 | 399,999 | \$8,333 | 0.004165 |
| | VI | 400,000 | 999,999 | \$9,166 | 0.001390 |
| | VII | 1,000,000 | | \$10,000 | 0.000000 |

Table 3

Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2015-16
 Pursuant to the Salary Formula in Chapter 145, Florida Statutes
 See Table Notes for Additional Clarification

| County | Elected County Constitutional Officers | | | | | Elected School District Officials | | |
|----------------|--|--------------------|---------------|-------------------------|------------|-----------------------------------|-----------------------|----------------------|
| | Clerk of Circuit Court | Property Appraiser | Tax Collector | Supervisor of Elections | Sheriff | County Commissioners | School Superintendent | School Board Members |
| Alachua c | \$ 132,002 | \$ 132,002 | \$ 132,002 | \$ 112,888 | \$ 140,951 | \$ 73,561 | \$ 132,002 | \$ 36,413 |
| Baker e | \$ 99,619 | \$ 99,619 | \$ 99,619 | \$ 82,048 | \$ 108,569 | \$ 31,001 | \$ 99,619 | \$ 26,367 |
| Bay e | \$ 125,328 | \$ 125,328 | \$ 125,328 | \$ 106,532 | \$ 134,277 | \$ 64,714 | \$ 125,328 | \$ 34,475 |
| Bradford e | \$ 99,731 | \$ 99,731 | \$ 99,731 | \$ 82,154 | \$ 108,680 | \$ 31,107 | \$ 99,731 | \$ 26,396 |
| Brevard c | \$ 145,431 | \$ 145,431 | \$ 145,431 | \$ 125,678 | \$ 154,381 | \$ 86,351 | \$ 145,431 | \$ 39,966 |
| Broward c | \$ 169,149 | \$ 169,149 | \$ 169,149 | \$ 148,919 | \$ 178,099 | \$ 95,888 | \$ 169,149 | \$ 42,617 |
| Calhoun e | \$ 95,458 | \$ 95,458 | \$ 95,458 | \$ 78,084 | \$ 104,408 | \$ 27,038 | \$ 95,458 | \$ 25,286 |
| Charlotte c | \$ 124,622 | \$ 124,622 | \$ 124,622 | \$ 105,959 | \$ 133,671 | \$ 63,504 | \$ 124,622 | \$ 34,251 |
| Citrus e | \$ 121,974 | \$ 121,974 | \$ 121,974 | \$ 103,337 | \$ 130,923 | \$ 58,964 | \$ 121,974 | \$ 33,411 |
| Clay c | \$ 128,306 | \$ 128,306 | \$ 128,306 | \$ 109,368 | \$ 137,256 | \$ 69,820 | \$ 128,306 | \$ 35,420 |
| Collier e | \$ 137,778 | \$ 137,778 | \$ 137,778 | \$ 118,389 | \$ 146,727 | \$ 79,062 | \$ 137,778 | \$ 37,941 |
| Columbia c | \$ 108,771 | \$ 108,771 | \$ 108,771 | \$ 90,764 | \$ 117,721 | \$ 42,913 | \$ 108,771 | \$ 29,676 |
| DeSoto e | \$ 102,115 | \$ 102,115 | \$ 102,115 | \$ 84,424 | \$ 111,064 | \$ 33,377 | \$ 102,115 | \$ 27,027 |
| Dixie e | \$ 96,060 | \$ 96,060 | \$ 96,060 | \$ 78,648 | \$ 105,000 | \$ 27,602 | \$ 96,060 | \$ 25,423 |
| Duval c | \$ 152,986 | \$ 152,986 | \$ 152,986 | \$ 132,872 | \$ 161,935 | \$ 93,546 | \$ 152,986 | \$ 41,966 |
| Escambia e | \$ 135,571 | \$ 135,571 | \$ 135,571 | \$ 116,287 | \$ 144,521 | \$ 76,960 | \$ 135,571 | \$ 37,357 |
| Flagler e | \$ 117,174 | \$ 117,174 | \$ 117,174 | \$ 98,766 | \$ 126,123 | \$ 50,916 | \$ 117,174 | \$ 31,900 |
| Franklin e | \$ 94,519 | \$ 94,519 | \$ 94,519 | \$ 77,190 | \$ 103,469 | \$ 26,144 | \$ 94,519 | \$ 25,018 |
| Gadsden e | \$ 106,702 | \$ 106,702 | \$ 106,702 | \$ 88,793 | \$ 115,652 | \$ 37,747 | \$ 106,702 | \$ 28,240 |
| Gilchrist e | \$ 96,217 | \$ 96,217 | \$ 96,217 | \$ 78,807 | \$ 106,167 | \$ 27,761 | \$ 96,217 | \$ 25,467 |
| Glades e | \$ 94,874 | \$ 94,874 | \$ 94,874 | \$ 77,528 | \$ 103,824 | \$ 26,482 | \$ 94,874 | \$ 25,112 |
| Gulf e | \$ 96,113 | \$ 96,113 | \$ 96,113 | \$ 78,708 | \$ 105,063 | \$ 27,661 | \$ 96,113 | \$ 25,439 |
| Hamilton e | \$ 95,377 | \$ 95,377 | \$ 95,377 | \$ 78,007 | \$ 104,327 | \$ 26,961 | \$ 95,377 | \$ 25,246 |
| Hardee e | \$ 99,861 | \$ 99,861 | \$ 99,861 | \$ 82,278 | \$ 108,811 | \$ 31,231 | \$ 99,861 | \$ 26,431 |
| Henry e | \$ 103,279 | \$ 103,279 | \$ 103,279 | \$ 85,533 | \$ 112,228 | \$ 34,486 | \$ 103,279 | \$ 27,336 |
| Hernando e | \$ 125,795 | \$ 125,795 | \$ 125,795 | \$ 106,976 | \$ 134,744 | \$ 65,515 | \$ 125,795 | \$ 34,624 |
| Highlands e | \$ 117,361 | \$ 117,361 | \$ 117,361 | \$ 98,944 | \$ 126,310 | \$ 51,094 | \$ 117,361 | \$ 31,950 |
| Hillsborough c | \$ 160,591 | \$ 160,591 | \$ 160,591 | \$ 140,361 | \$ 169,541 | \$ 95,888 | \$ 160,591 | \$ 42,617 |
| Holmes e | \$ 97,282 | \$ 97,282 | \$ 97,282 | \$ 79,821 | \$ 106,231 | \$ 28,774 | \$ 97,282 | \$ 25,748 |
| Indian River e | \$ 121,991 | \$ 121,991 | \$ 121,991 | \$ 103,354 | \$ 130,941 | \$ 58,995 | \$ 121,991 | \$ 33,417 |
| Jackson e | \$ 104,047 | \$ 104,047 | \$ 104,047 | \$ 86,265 | \$ 112,997 | \$ 38,414 | \$ 104,047 | \$ 28,425 |
| Jefferson e | \$ 95,460 | \$ 95,460 | \$ 95,460 | \$ 78,086 | \$ 104,409 | \$ 27,039 | \$ 95,460 | \$ 25,267 |
| Lafayette e | \$ 93,479 | \$ 93,479 | \$ 93,479 | \$ 76,200 | \$ 102,429 | \$ 24,737 | \$ 93,479 | \$ 24,396 |
| Lake e | \$ 135,962 | \$ 135,962 | \$ 135,962 | \$ 116,660 | \$ 144,912 | \$ 77,333 | \$ 135,962 | \$ 37,461 |
| Lee c | \$ 147,692 | \$ 147,692 | \$ 147,692 | \$ 127,831 | \$ 156,642 | \$ 88,504 | \$ 147,692 | \$ 40,564 |
| Leon c | \$ 134,063 | \$ 134,063 | \$ 134,063 | \$ 114,841 | \$ 143,003 | \$ 75,515 | \$ 134,063 | \$ 36,956 |
| Levy e | \$ 104,144 | \$ 104,144 | \$ 104,144 | \$ 86,357 | \$ 113,094 | \$ 35,310 | \$ 104,144 | \$ 27,564 |

Table 3
Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2015-16
Pursuant to the Salary Formula in Chapter 145, Florida Statutes
See Table Notes for Additional Clarification

| County | Elected County Constitutional Officers | | | | | Elected School District Officials | | | | |
|--------------|--|--------------------|---------------|-------------------------|------------|-----------------------------------|-----------------------|-----------------------|----------------------|--|
| | Clerk of Circuit Court | Property Appraiser | Tax Collector | Supervisor of Elections | Sheriff | County Commissioners | School Superintendent | School Superintendent | School Board Members | |
| Liberty e | \$ 93,470 | \$ 93,470 | \$ 93,470 | \$ 76,191 | \$ 102,420 | \$ 24,719 | \$ 93,470 | \$ 93,470 | \$ 24,386 | |
| Madison e | \$ 97,039 | \$ 97,039 | \$ 97,039 | \$ 79,590 | \$ 105,989 | \$ 28,544 | \$ 97,039 | \$ 97,039 | \$ 25,684 | |
| Manatee e | \$ 137,963 | \$ 137,963 | \$ 137,963 | \$ 118,566 | \$ 146,913 | \$ 79,238 | \$ 137,963 | \$ 137,963 | \$ 37,990 | |
| Marion e | \$ 137,823 | \$ 137,823 | \$ 137,823 | \$ 118,432 | \$ 146,772 | \$ 79,105 | \$ 137,823 | \$ 137,823 | \$ 37,953 | |
| Martin e | \$ 122,846 | \$ 122,846 | \$ 122,846 | \$ 104,167 | \$ 131,794 | \$ 60,458 | \$ 122,846 | \$ 122,846 | \$ 33,687 | |
| Miami-Dade c | \$ 182,954 | \$ 182,954 | \$ 182,954 | \$ 162,723 | \$ 191,903 | \$ 95,888 | \$ 182,954 | \$ 182,954 | \$ 42,617 | |
| Monroe | \$ 110,441 | \$ 110,441 | \$ 110,441 | \$ 92,354 | \$ 119,390 | \$ 44,503 | \$ 110,441 | \$ 110,441 | \$ 30,118 | |
| Nassau e | \$ 110,784 | \$ 110,784 | \$ 110,784 | \$ 92,680 | \$ 119,733 | \$ 44,830 | \$ 110,784 | \$ 110,784 | \$ 30,208 | |
| Okaloosa e | \$ 127,552 | \$ 127,552 | \$ 127,552 | \$ 108,650 | \$ 136,502 | \$ 68,528 | \$ 127,552 | \$ 127,552 | \$ 35,181 | |
| Okeechobee | \$ 103,928 | \$ 103,928 | \$ 103,928 | \$ 86,151 | \$ 112,877 | \$ 35,104 | \$ 103,928 | \$ 103,928 | \$ 27,506 | |
| Orange c | \$ 159,332 | \$ 159,332 | \$ 159,332 | \$ 139,102 | \$ 168,281 | \$ 95,888 | \$ 159,332 | \$ 159,332 | \$ 42,617 | |
| Osceola c | \$ 135,010 | \$ 135,010 | \$ 135,010 | \$ 115,753 | \$ 143,960 | \$ 76,426 | \$ 135,010 | \$ 135,010 | \$ 37,209 | |
| Palm Beach c | \$ 161,586 | \$ 161,586 | \$ 161,586 | \$ 141,356 | \$ 170,536 | \$ 95,888 | \$ 161,586 | \$ 161,586 | \$ 42,617 | |
| Pasco e | \$ 143,796 | \$ 143,796 | \$ 143,796 | \$ 124,121 | \$ 152,746 | \$ 84,794 | \$ 143,796 | \$ 143,796 | \$ 39,533 | |
| Pinellas c | \$ 153,952 | \$ 153,952 | \$ 153,952 | \$ 133,793 | \$ 162,902 | \$ 94,466 | \$ 153,952 | \$ 153,952 | \$ 42,222 | |
| Polk c | \$ 147,014 | \$ 147,014 | \$ 147,014 | \$ 127,185 | \$ 155,964 | \$ 87,859 | \$ 147,014 | \$ 147,014 | \$ 40,385 | |
| Putnam e | \$ 110,032 | \$ 110,032 | \$ 110,032 | \$ 91,965 | \$ 118,982 | \$ 44,114 | \$ 110,032 | \$ 110,032 | \$ 30,009 | |
| St. Johns | \$ 129,096 | \$ 129,096 | \$ 129,096 | \$ 110,121 | \$ 138,046 | \$ 70,794 | \$ 129,096 | \$ 129,096 | \$ 35,645 | |
| St. Lucie | \$ 134,156 | \$ 134,156 | \$ 134,156 | \$ 114,939 | \$ 143,105 | \$ 75,612 | \$ 134,156 | \$ 134,156 | \$ 36,983 | |
| Santa Rosa e | \$ 124,098 | \$ 124,098 | \$ 124,098 | \$ 105,360 | \$ 133,047 | \$ 62,606 | \$ 124,098 | \$ 124,098 | \$ 34,085 | |
| Sarasota c | \$ 141,158 | \$ 141,158 | \$ 141,158 | \$ 121,608 | \$ 150,107 | \$ 82,281 | \$ 141,158 | \$ 141,158 | \$ 38,834 | |
| Seminole c | \$ 142,851 | \$ 142,851 | \$ 142,851 | \$ 123,220 | \$ 151,800 | \$ 83,893 | \$ 142,851 | \$ 142,851 | \$ 39,282 | |
| Sumter e | \$ 118,654 | \$ 118,654 | \$ 118,654 | \$ 100,176 | \$ 127,604 | \$ 53,274 | \$ 118,654 | \$ 118,654 | \$ 32,358 | |
| Suwannee e | \$ 105,384 | \$ 105,384 | \$ 105,384 | \$ 87,538 | \$ 114,334 | \$ 36,491 | \$ 105,384 | \$ 105,384 | \$ 27,892 | |
| Taylor e | \$ 98,257 | \$ 98,257 | \$ 98,257 | \$ 80,750 | \$ 107,207 | \$ 29,704 | \$ 98,257 | \$ 98,257 | \$ 26,006 | |
| Union e | \$ 95,812 | \$ 95,812 | \$ 95,812 | \$ 78,422 | \$ 104,762 | \$ 27,375 | \$ 95,812 | \$ 95,812 | \$ 25,360 | |
| Volusia c | \$ 144,344 | \$ 144,344 | \$ 144,344 | \$ 124,643 | \$ 153,294 | \$ 85,316 | \$ 144,344 | \$ 144,344 | \$ 39,678 | |
| Wakulla c | \$ 101,060 | \$ 101,060 | \$ 101,060 | \$ 83,420 | \$ 110,010 | \$ 32,373 | \$ 101,060 | \$ 101,060 | \$ 26,748 | |
| Walton e | \$ 106,615 | \$ 106,615 | \$ 106,615 | \$ 88,710 | \$ 115,564 | \$ 40,859 | \$ 106,615 | \$ 106,615 | \$ 29,105 | |
| Washington e | \$ 98,937 | \$ 98,937 | \$ 98,937 | \$ 81,398 | \$ 107,887 | \$ 30,351 | \$ 98,937 | \$ 98,937 | \$ 26,186 | |

A "c" denotes each of Florida's 20 charter counties, according to the Florida Association of Counties (FAC).

[<http://www.fl-counties.com/about-floridas-counties/charter-county-information>]

An "e" denotes those school districts having an elected school superintendent, according to the Florida Association of District School Superintendents (FADSS).

[<http://www.fadss.org/membership/superintendents>]

Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2015-16
Pursuant to the Salary Formula in Chapter 145, Florida Statutes

Table 3

See Table Notes for Additional Clarification

| County | Elected County Constitutional Officers | | | | | Elected School District Officials | | |
|--------|--|--------------------|---------------|-------------------------|---------|-----------------------------------|-----------------------|----------------------|
| | Clerk of Circuit Court | Property Appraiser | Tax Collector | Supervisor of Elections | Sheriff | County Commissioners | School Superintendent | School Board Members |

Notes:

- 1) Salary figures have been calculated by the Florida Legislature's Office of Economic and Demographic Research (EDR) pursuant to the statutory formula in Chapter 145, F.S. Although not required by law, the EDR calculates salaries of elected county constitutional officers and school district officials as a service to county governments and school districts. County and school district officials are encouraged to independently compute and verify these salary figures.
- 2) The calculated salary figures for all officers reflect the use of 2014 countywide population estimates listed in "Florida Estimates of Population 2014" published by the University of Florida's Bureau of Economic and Business Research.
- 3) These salary figures may not be applicable to those elected county officers of a chartered consolidated government or those elected officers in counties having a home rule charter, which specifies another method of salary compensation. As indicated in this table, Florida currently has 20 charter counties.
- 4) Salary figures are included for each school district's superintendent even though the salaries determined by statutory formula are applicable only to elected school superintendents. As indicated in this table, Florida currently has 41 elected school superintendents.
- 5) These salary figures do not include any special qualification salary available to eligible clerks of circuit court, property appraisers, sheriffs, supervisors of elections, and tax collectors who have completed the required certification program specified in the relevant sections of Chapter 145, F.S. Additionally, the salary figures for elected school superintendents do not include any special qualification salary and performance salary incentive available to eligible elected school superintendents who have completed the required certification programs specified in Section 1001.47, F.S.
- 6) As the result of recent statutory authorizations (i.e., Chapters 2009-3, 2009-59, and 2011-156, L.O.F.), each elected county constitutional officer and school district official may voluntarily reduce his or her salary rate. However, the salary figures listed in this table do not reflect any such voluntary reductions.
- 7) Pursuant to law, the Florida Department of Management Services must annually certify two components of the salary formula calculation: the annual factor and cumulative annual factor. For the 2015-16 fiscal year, the certified annual factor is 1.0011 and the certified cumulative annual factor is 3.2949.

Appendix

Summary of Relevant Constitutional Provisions and Statutory Changes

Article III, section 27 and Article VIII, section 6 of the Florida Constitution of 1885 stated that the Legislature provides for the election of county officers and prescribes by law their powers, duties, and compensation.

Chapter 7334, 1917 Laws of Florida (L.O.F.), established by defined schedule the compensation of all county officials previously paid in whole or in part on the basis of fees or commissions.

Chapter 8497, 1921 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 9270, 1923 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 11954, 1927 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 14502, 1929 L.O.F., required fee or commission-based county officials to file itemized sworn statements showing receipts and disbursements of the office.

Chapter 14665, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, county judge, county assessor of taxes, superintendent of public instruction, tax collector, and clerk of the board of county commissioners in those counties having a population not less than 10,630 and not greater than 10,650.

Chapter 14666, 1931 L.O.F., set the annual compensation of clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk of civil court and criminal court of record in those counties having a population greater than 155,000.¹

Chapter 15607, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, justice of the peace, and clerk of criminal court of record in those counties having a population not less than 13,600 and not greater than 13,650.

Chapter 15608, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, and clerk of civil court and criminal court of record in those counties having a population not less than 35,000 and not greater than 45,000.

Chapter 15611, 1931 L.O.F., set the annual compensation for county judge in those counties having a population not less than 7,200 and not greater than 7,400.

Chapter 15739, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, and county judge in those counties having a population not less than 19,000 and not greater than 22,000.

1. The title of tax assessor was subsequently changed to property appraiser per Chapter 77-102, L.O.F.

Chapter 15740, 1931 L.O.F., set the annual compensation for county judge, sheriff, clerk of circuit court, tax assessor, and tax collector in those counties having a population more than 17,650 and less than 19,000.

Chapter 15968, 1933 L.O.F., set the annual compensation for sheriff, tax assessor, tax collector, clerk of circuit court, and county judge in those counties having a population not more than 3,600 and not less than 3,400.

Chapter 15970, 1933 L.O.F., set the annual compensation for all county officials in those counties having a population not less than 18,100 and not more than 18,700.

Chapter 15971, 1933 L.O.F., set the annual compensation for county judge, sheriff, tax collector, tax assessor, justice of the peace, and constable in those counties having a population not less than 2,466 and not more than 2,500.

Chapter 15972, 1933 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and board of county commissioners in those counties having a population not less than 19,000 and not more than 22,000.

Chapter 15973, 1933 L.O.F., set the annual compensation for supervisor of registration, superintendent of public instruction, and justice of the peace in those counties having a population not less than 18,100 and not more than 18,700.

Chapter 15974, 1933 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax collector, tax assessor, county judge, clerk of county court and criminal court of record, superintendent of public instruction, supervisor of registration, members of the board of public instruction, and probation officer in those counties having a population not less than 70,000 and not more than 140,000.

Chapter 15975, 1933 L.O.F., set the annual compensation for county judge, sheriff, clerk of circuit court, superintendent of public instruction, tax assessor, tax collector, supervisor of registration, county commissioners, county board of public instruction, justice of the peace, constable, attorney for the board of county commissioners, attorney for the board of public instruction, and deputy sheriff in those counties having a population not less than 12,456 and not more than 12,900.

Chapter 15976, 1933 L.O.F., set the annual compensation for members of the board of county commissioners, members of the board of public instruction, county judge, county prosecuting attorney, and superintendent of public instruction of Jefferson County.

Chapter 15977, 1933 L.O.F., set the annual compensation for sheriff, tax collector, tax assessor, clerk of circuit court, and superintendent of public instruction in those counties having a population not less than 13,600 and not more than 13,700.

Chapter 15979, 1933 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax assessor, tax collector, county judge, clerk of criminal court of record, justice of the peace, and constable in those counties having a population not less than 49,800 and not more than 53,500.

Chapter 15980, 1933 L.O.F., set the annual compensation for superintendent of public instruction, members of the board of county commissioners, members of the board of public instruction, and supervisor of registration in those counties having a population not less than 3,400 and not more than 3,700.

Chapter 16006, 1933 L.O.F., authorized the board of county commissioners in those counties having a population not less than 13,600 and not more than 13,700 to designate the number of deputies and the compensation of deputies in the offices of the sheriff, tax collector, tax assessor, and clerk of circuit court.

Chapter 16921, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk of civil and criminal court of record in those counties having a population more than 180,000.

Chapter 16922, 1935 L.O.F., set the annual compensation for county judge, tax assessor, tax collector, and superintendent of public instruction in those counties having a population not less than 4,060 and not more than 4,070.

Chapter 16923, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk in those counties having a population not less than 20,000 and not more than 23,000.

Chapter 16924, 1935 L.O.F., set the annual compensation for county commissioners, members of the board of public instruction, and superintendent of public instruction in those counties having a population not less than 6,418 and not more than 6,500.

Chapter 16925, 1935 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax collector, tax assessor, county judge, clerk of county court and criminal court of record in those counties having a population not less than 70,000 and not more than 140,000.

Chapter 16926, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, and county judge in those counties having a population not less than 12,400 and not more than 12,500.

Chapter 16927, 1935 L.O.F., set the annual compensation for clerk of circuit court as county auditor, clerk of the board of county commissioners, sheriff, county judge, tax collector, and tax assessor in those counties having a population not less than 3,150 and not more than 3,200.

Chapter 16928, 1935 L.O.F., set the annual compensation for clerk of circuit court, tax assessor, tax collector, sheriff, county judge, superintendent of public instruction, clerk of criminal court of record, county solicitor, justice of the peace, and constable in those counties having a population not less than 45,000 and not more than 50,000.

Chapter 16929, 1935 L.O.F., amended Chapter 14666, 1931 L.O.F., so as to apply to all counties having a population of 150,000 according to the last or any future official census.

Chapter 20891, 1941 L.O.F., required the county's tax assessor and tax collector to pay a portion of all monies, in excess of the sum that the officer was entitled to as annual compensation, to the Board of Public Instruction.

Chapter 24101, 1947 L.O.F., required fee or commission-based county officers to submit a report to the board of county commissioner annually rather than semi-annually.

Chapter 28041, 1953 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 61-461, L.O.F., provided for the compensation of county officers (i.e., members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector). The Legislature acknowledged that the functions, powers, duties, and responsibilities vary between county officers in the same county and between the same county officer in different counties with respect to the county's population, geography, economy, and government. Consequently, the amount of compensation set in law for each type of county officer varied from county to county, except for Dade County where compensation was determined locally based on home rule powers. The intent of the legislation was not to repeal, affect, or modify any local or special law, or general law of local application enacted prior to or during 1961 as to the compensation of county officers, travel expenses of county officers, or payment of extra compensation of the chair of the board of county commission or board of public instruction. Also, the legislation was not applicable where in conflict with relevant local laws in Franklin, Gadsden, Liberty, and Wakulla counties.

Chapter 63-560, L.O.F., increased, decreased, or left unchanged from amounts set in Chapter 61-461, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector. The legislation also provided for the compensation of county officials whose compensation for official duties was paid in whole or part by fees or commissions. The amount of such compensation was not to exceed \$7,500, unless otherwise provided in law.

Chapter 65-356, L.O.F., increased, decreased, or left unchanged from amounts set in Chapter 63-560, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector.

Chapter 67-543, L.O.F., increased from amounts set in Chapter 65-356, L.O.F., the compensation for Broward County members of the board of county commissioners, sheriff, and tax assessor.

Chapter 67-576, L.O.F., increased, decreased, or left unchanged from amounts set in Chapters 65-356 and 67-543, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of elections, tax assessor, and tax collector.

Chapter 67-594, L.O.F., increased from amount set in Chapter 67-576, L.O.F., the compensation for Gadsden County's tax assessor.

Article II, section 5(c) of the Florida Constitution, as revised in 1968, provided that the powers, duties, compensation, and method of payment of state and county officers are fixed by law.

Chapter 69-211, L.O.F., declared legislative intent to preserve statewide uniformity of county officials' salaries and prohibited special laws or general laws of local application pertaining to compensation of members of the board of county commissioners, clerk of circuit court, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector.

Chapter 69-216, L.O.F., deleted references to sections of the 1885 constitution that were replaced by new sections in the 1968 revision.

Chapter 69-346, L.O.F., provided for the uniform salaries of members of the board of county commissioners, members of the district school board, clerk of circuit court, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector based upon the classification of counties according to population. The legislation provided that all other income of county officials from fees or services rendered to state, county, or municipal governments was income of the office and for the recording and reporting of fees collected as well as the disposition of excess fees. The legislation repealed previously enacted local or special laws or general laws of local application related to the compensation of county officials and repealed chapter provisions providing for the compensation of county judge.

Chapter 69-403, L.O.F., provided for the transfer of the salary provisions of county judge from Chapter 145 to Chapter 44, F.S., and repealed obsolete provisions in Chapter 145, F.S.

Chapter 70-395, L.O.F., provided a salary increase to sheriff in existing bracketed population counties and created three new population brackets with corresponding salaries for counties having a population in excess of 300,000 persons.

Chapter 70-419, L.O.F., provided that the salary of a board or commission member could not be reduced until the first Tuesday after the first Monday in January 1973.

Chapter 70-429, L.O.F., provided a salary increase to supervisors of elections in existing bracketed population counties.

Chapter 70-445, L.O.F., provided that those county officials whose total compensation was in excess of the salary payable pursuant to the chapter as amended effective July 1969, could continue to be compensated under the terms and conditions that prevailed immediately prior to July 1, 1969, until expiration of the official's present term of office. Thereafter, the salaries of those officials would be reduced to that provided by the chapter. The legislation excluded supervisor of elections from the 20 percent limitation. In addition, the legislation provided an additional monthly expense allowance for the chairs of county commissions.

Chapter 72-111, L.O.F., provided that payment of insurance for county officials and employees in s. 112.08, F.S., would not be considered additional compensation.

Chapter 72-240, L.O.F., delayed any change of procedures for determining the pay of certain county officials until the adjournment of the next regular legislative session following the submission of the first official recommendations of the State and County Officers' Compensation Commission, created pursuant to HB 184 (1972 session), or September 30, 1974, whichever occurred first.

Chapter 72-404, L.O.F., added county comptroller to salary provisions of the clerk of circuit court. The legislation also provided that the county would pay the clerk's or county comptroller's salary if the state did not pay the salary. Additionally, the county would compensate the clerk of circuit court for any additional county court-related duties that the clerk would be required to perform if the state did not pay such compensation.

Chapter 73-172, L.O.F., modified the procedure regarding disposition of excess fees collected by a tax collector or assessor. The legislation provided that the tax assessor would receive as salary the base salary indicated, based on the county's population with compensation made for population increments over the minimum for each population group, which would be determined by multiplying the population in excess of the group minimum times the group rate. In addition, the legislation provided for a special qualification salary of \$2,000 per year to qualified tax assessors. Also, the legislation provided for an additional adjustment to the tax assessor's salary based on the U.S. Department of Labor's Consumer Price Index, which would be multiplied by the adjusted salary rate. Finally, the legislation specified that the guaranteed salary provision upon resolution of the board of county commissioners would not apply to the tax assessor.

Chapter 73-173, L.O.F., redefined the definition of population used to calculate salaries. The legislation increased the salary of county commissioners, district school board members, clerk of circuit court and county comptroller, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector by establishing a calculation method. The calculation method provided that the officer would receive as salary the base salary indicated in the appropriate section of the chapter, based on the county's population with compensation made for population increments over the minimum for each population group, which would be determined by multiplying the population in excess of the group minimum times the group rate. In addition, the legislation provided for a special qualification salary of \$2,000 per year to qualified tax assessors. Also, the legislation provided for an additional adjustment to all officers' salaries based on the U.S. Department of Labor's Consumer Price Index, which would be multiplied by the applicable adjusted salary rate.

Chapters 73-333 and 73-334, L.O.F., deleted obsolete provisions in the Chapter 145, F.S.

Chapter 74-325, L.O.F., clarified funds that could be included as income of the county official's office and provided that a county official could not use the office, its personnel, or its property for a private purpose.

Chapter 77-102, L.O.F., changed all chapter references of tax assessor to property appraiser to reflect a name change.

Chapter 79-190, L.O.F., changed reference from the Department of Administration to the Executive Office of the Governor with respect to the annual determination of population.

Chapter 79-327, L.O.F., provided that all county officers' salaries be adjusted annually, effective July 1, 1979, based on the average percentage increase in State Career Service employees' salaries as determined by the Department of Administration or as provided in the General Appropriations Act. The increases for any fiscal year were limited to no more than seven percent. In addition, it raised the base salaries for supervisor of elections by \$4,300 in each population group, retroactive to the fiscal year beginning October 1, 1978.

Chapter 80-31, L.O.F., authorized district school boards by majority vote to increase the school superintendent's salary above specified limits.

Chapter 80-377, L.O.F., extended the provisions for special qualification salary to the following officers: clerk of circuit court, sheriff, supervisor of elections, tax collector, and superintendent of schools. The legislation increased the base salaries and group rates for the following officers: school board members, superintendent of schools, clerk of circuit court, county comptroller, sheriff, property appraiser, tax collector, and supervisor of elections. In addition, the legislation added school board members to the list of county officers whose compensation may not be changed by special laws or general laws of local application. The legislation required the Department of Administration to annually certify the annual factor and cumulative annual factor and the Department of Community Affairs to annually calculate the adjusted salary rate. The legislation provided that the adjusted salary rate would be the product of the salary rate granted by the appropriate chapter and section pertaining to a particular officer multiplied first by the initial factor, then by the cumulative factor, and finally by the annual factor. Finally, the legislation transferred statutory provisions regarding the base salaries and group rates for school board members and school superintendents from Chapter 145 to Chapter 230, F.S.

Chapter 81-167, L.O.F., amended provisions regarding the annual calculation of county officers' salaries to reflect the change in name of the Department of Community Affairs to Department of Veteran and Community Affairs.

Chapter 81-216, L.O.F., specified the Department of Law Enforcement as the state agency responsible for establishing the requirements for sheriffs seeking the special qualification salary.

Chapter 83-55, L.O.F., amended provisions regarding the annual calculation of county officers' salaries to reflect the change in name of the Department of Veteran and Community Affairs to Department of Community Affairs.

Chapter 83-215, L.O.F., revised cross-references regarding repeal of other laws related to compensation to conform provisions to the 1980 law change that transferred salary provisions for school board members and school superintendents from Chapter 145 to Chapter 230, F.S.

Chapter 84-241, L.O.F., removed the Department of Community Affairs as the state agency responsible for calculating the salaries of county officers. No replacement agency was named.

Chapter 85-322, L.O.F., increased salaries of clerk of the circuit court, county comptroller, supervisor of elections, property appraiser, tax collector, sheriff, and superintendent of schools by consolidating population group I (population range: 0-9,999) and population group II (population range: 10,000-49,999) into a new population group I (population range: 0-49,999); increasing the base salaries for each of the named officers at each population group level; and increasing the group rate at the highest population group level for each of the named officers.

Chapter 86-152, L.O.F., authorized the Executive Director of the Department of Revenue to waive the requirements for eligibility to receive the special qualification salary for any property appraiser who was at least 60 years of age and who had been a property appraiser for at least 20 years.

Chapter 87-224, L.O.F., revised cross-reference regarding the annual determination of population of local governments and renumbered population group levels for the office of sheriff to conform to the 1985 law change.

Chapter 88-42, L.O.F., amended the definition of the annual factor for purposes of calculating the annual salary increases of county officers.

Chapter 88-158, L.O.F., amended provisions regarding a county officer's guaranteed salary upon resolution of the board of county commissioners if all fees collected by the officer were turned over to the board. Such a resolution would be applicable only with respect to the county official who concurred in its adoption and only for the officer's duration in the current term of office.

Chapter 88-175, L.O.F., increased the base salaries for clerk of circuit court and county comptroller, tax collector, property appraiser, and supervisor of elections at each population group level.

Chapter 89-72, L.O.F., reduced the amount of time in which property appraisers and tax collectors must qualify to receive the special qualification salary after first taking office from six to four years.

Chapter 89-178, L.O.F., increased the sheriff's base salaries at each population group level.

Chapter 91-45, L.O.F., deleted obsolete provisions pertaining to special qualification salary for clerk of circuit court, county comptroller, sheriff, and supervisor of elections.

Chapter 92-279, L.O.F., amended provisions regarding the annual certification of the annual factor and cumulative annual factor to reflect the change in name of the Department of Administration to Department of Management Services.

Chapter 92-326, L.O.F., retained salaries of school board members and superintendents of schools at fiscal year 1991-92 levels.

Chapter 93-146, L.O.F., deleted authorization to fix salaries of district school board members by special or local law. The legislation extended the prohibition regarding special laws or general laws of local application to laws concerning compensation of district school board members. In addition, the legislation provided for annual salary adjustment for district school board members and superintendents of schools. Finally, the legislation provided for payment of specified salaries and ratification of previously paid salaries in addition to repealing all local and special laws or general laws of local application that relate to the compensation of district school board members.

Chapter 95-147, L.O.F., removed gender-specific references without substantive changes in legal effect.

Chapter 2001-266, L.O.F., deleted requirements that copies of certain salary-related resolutions adopted by boards of county commissioners be filed with the Department of Banking and Finance and the Auditor General.

Chapter 2002-387, L.O.F., enacted the "Florida K-20 Education Code in Chapter 1001, F.S. The legislation repealed provisions related to population group levels, base salaries, and group rates for district school board members and superintendents of schools. The legislation repealed provisions in Chapter 230, F.S., requiring the calculation of adjusted salary rate for district school board members and allowed district school boards to annually determine the salary of its members. Additionally, the legislation repealed certain salary provisions for superintendents of schools.

Chapter 2003-261, L.O.F., amended provisions regarding any revenue deficiency to be paid by the board of county commissioners to reflect the change in name of the Department of Banking and Finance to Department of Financial Services.

Chapter 2003-402, L.O.F., prohibited a county from appropriating to the clerk of circuit court based on the fees collected by that office.

Chapter 2004-41, L.O.F., reinstated statutory language pertaining to the salary computation for elected school superintendents that existed in law prior to the repeal of such language by Chapter 2002-387, L.O.F.

Chapter 2007-234, L.O.F., partially reinstated statutory language pertaining to the salary computation for school board members that existed in law prior to the repeal of such language by Chapter 2002-387, L.O.F. However, a portion of the new law was incorrectly drafted. The maximum county population for Population Group II was authorized as 49,000 rather than 49,999. For purposes of calculating salaries of school board members for the 2007-08 fiscal, no county's population fell within the 49,001 through 49,999 range so the error did not prevent any school board member's salary from being calculated.

Chapter 2008-4, L.O.F., provided the necessary statutory language to correct an error contained in Chapter 2007-234, L.O.F. The maximum county population of Population Group II for school board members was set to 49,999.

Chapter 2009-3, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 or s. 145.19, F.S., district school board members could reduce their salary rate on a voluntary basis.

Chapter 2009-59, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 and s. 145.19, F.S., for the 2009-10 fiscal year, the salary of each school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold baccalaureate degrees, whichever is less. In addition, the legislation amended s. 1001.47, F.S., to provide that notwithstanding the provisions of s. 1001.47 and s. 145.19, F.S., elected school superintendents could reduce their salary rate on a voluntary basis. Also, the legislation amended s. 1001.47, F.S., to provide that notwithstanding the provisions of s. 1001.47 and s. 145.19, F.S., for the 2009-10 fiscal year, the salary of each elected school superintendent calculated pursuant to s. 1001.47, F.S., was reduced by 2 percent.

Chapter 2010-154, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 and s. 145.19, F.S., for the 2010-11 fiscal year, the salary of each school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold baccalaureate degrees, whichever is less.

Chapter 2011-158, L.O.F., provided that notwithstanding the provisions of Chapter 145, F.S., each member of a board of county commissioners, clerk of the circuit court, county comptroller, sheriff, supervisor of elections, property appraiser, and tax collector was authorized to voluntarily reduce his or her salary rate.

Chapter 2014-39, L.O.F., repealed the obsolete language of s. 1001.47(7), F.S., which reduced the salaries of elected district school superintendents by 2 percent for the 2009-10 fiscal year only.

Tab

6

Possible Contract Language
For
Special Qualification Salary

Special Qualification Salary: In addition to the base salary provided in subparagraph 9.1 above, the Superintendent shall receive an additional annual special qualification supplement in the amount provided for elected superintendents by 1001.47(4)a, Florida Statutes, so long as he meets the certification requirements established by the Florida Department of Education, as set forth in that section.

Chief Executive Officer Leadership Development Program: In addition to the base salary provided in 9.1 above, the Superintendent shall receive an annual performance salary incentive in the amount determined as provided for elected superintendents 1001.475(b), Florida Statute, so long as he has completed both phases of the leadership development and performance compensation program and demonstrated successful performance as determined by the Florida Department of Education as set forth in that section.