

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract, effective the first day of July, 2014, is made and entered into by and between the School board of Alachua County, Florida, 620 East University Avenue, Gainesville, Florida, herein referred to as the "Board", and Owen Roberts, hereinafter referred to as the "Superintendent".

WITNESSETH,

WHEREAS, the Board wishes to employ the Superintendent to fully and faithfully perform all the duties and responsibilities of the district school superintendent for Alachua County, Florida, as prescribed by Florida Statutes, Section 1001.51, and this Agreement on the terms and conditions herein set forth; and

WHEREAS, the Superintendent accepts said offer of employment and agrees to fully and faithfully perform all of the duties and responsibilities of the district school superintendent for Alachua County, Florida, as prescribed by Section 1001.51, Florida Statutes, and other applicable laws of the State of Florida and the United States of America, rules of the State Board of Education, applicable rules of other agencies of the State of Florida, policies and procedures duly promulgated by the Board, and such other additional duties as may be reasonably required by the Board, from time to time during the term of this Contract.

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

1. **DISTRICT SCHOOL SUPERINTENDENT OF ALACHUA COUNTY**

The Board hereby employs Owen Roberts, as district school superintendent of Alachua County, Florida, for the term of this Contract.

2. **SERVICES**

It is a condition of this Contract, that the Superintendent's employment by the Board shall be exclusive, and that the Superintendent shall accept no other employment, except as otherwise herein permitted, during the term of this Contract.

3. **DUTIES**

The Superintendent shall be the executive officer of the District School Board, pursuant to Section 1001.50, Florida Statutes, and shall have charge of the administration of the school district of Alachua 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 interests of the District and subject to any approvals required by the Board or law, rules and regulations.

The Superintendent's duties for and during the term of this Contract shall be as provided by Section 1001.51, Florida Statutes, other applicable laws of the State of Florida and the United States of America, rules of the State Board of Education, rules of other state 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 Contract.

4.1 **TERM OF THE CONTRACT** This Contract shall remain in full force and effect from July 1, 2014, to and including June 30, 2017. Following the end of each year of this Contract, beginning June 30, 2016, upon an Effective evaluation by a majority of the Board, this Contract shall automatically renew for an additional year, at compensation to be determined in accordance with paragraph 9.1 or such other method to be agreed upon by the parties.

4.2 **RENEWAL** The Superintendent shall have no expectancy in continued employment and no property right therein beyond the term of this Contract or any extension thereof, if any there be.

5.1 **MEDICAL EXAMINATION** The Board requires and agrees to pay for the Superintendent to undergo an annual physical examination by a physician selected by the Board within two (2) months of the anniversary date of this Contract, each year, with the results to be given to the Board by the examining physician in the following form:

"It is my opinion after conducting a complete physical examination of Owen Roberts that he is (is not) physically capable of carrying out the duties of the Superintendent."

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(Signature of Physician)

5.2 **MENTAL CAPABILITY EXAMINATION**

The Board may require, by a super majority vote, (four or more Board Members) that the Superintendent shall undergo a mental capability test. If so, the Board shall pay for the Superintendent to undergo such test relating to his mental capabilities within two months after the Board's decision, with the results to be given to the Board by the examining physician selected by the Board in the following form:

"It is my opinion after conducting a mental capability examination of Owen Roberts, that he is (is not) mentally capable of carrying out the duties of the Superintendent."

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(Signature of Physician)

5.3 **SUPERINTENDENT'S DECLARATION**

The Superintendent states and declares that he has no medical, physical, or mental capability problem that would interfere with his ability to perform his duties hereunder. The Superintendent also states and declares that he has no legal incapacity, investigation, or material change in his professional qualifications since applying for the Superintendent position with the Board.

6. **GOALS**

The Board and the Superintendent will, working together, set School District goals prior to the beginning of each school year, and the Superintendent, by June 1, of each year this Contract is in effect, shall recommend prescriptive goals and performance objectives to be achieved or worked toward by the Superintendent and his staff. The Superintendent shall report to the Board his progress in meeting those goals and objectives by April 1" of each year.

7. **ANNUAL EVALUATIONS**

The Board Members shall individually evaluate the Superintendent on an annual basis. This will be done in writing and shall be a public document. The evaluation shall be related to the Board's goals and other factors. The original evaluation instrument shall be as determined by mutual consent of the Superintendent and the Board with regard to the content thereof, and if no mutual consent is obtained, then by the Board, solely. The Superintendent shall be initially evaluated on or before June 1, 2015, and on or before June 1 of each year thereafter.

8. **PERFORMANCE BASED CONTRACT**

The Superintendent's annual salary following the initial year of employment will be based on performance of the Superintendent and the achievement of District goals and performance objectives.

9. **COMPENSATION**

9.1 **SALARY**. The base annual salary for the fiscal year July 1, 2014, through June 30, 2015, shall be \$157,500.00. The Board may increase the salary of the Superintendent at the time of his annual review or at any other time, but is not obligated to do so. If the Superintendent is rated at least Effective by a majority of the Board members on his annual evaluation, the Superintendent will receive an automatic 1% increase in his base annual salary. If the Superintendent receives a Highly Effective rating from a majority of the Board members on his annual evaluation, the Superintendent will receive an automatic additional 1% increase in the base annual salary. Additional performance bonuses will be considered on an annual basis based upon the attainment of Board approved goals. However, annual performance bonuses shall not become a part of the base annual salary, and performance bonuses shall not exceed 5% of the base annual salary.

9.2 **TAX SHELTERED ANNUITY**

In lieu of any other retirement benefit, including payment to the State of Florida Retirement System, the Board shall pay to or for the benefit of the Superintendent a sum equal to 15% of the annual salary being paid by the Board to the Superintendent, such sum to be placed in a tax sheltered annuity or a qualified annuity plan, to be determined by the Superintendent. Such sum shall be paid annually during the Contract term. If the Superintendent fails, for any reason, to serve the whole of the particular year in which the sum has been paid by the Board, he shall pay back to the Board a pro-rata portion of such sum for the remaining portion of such year, such payment to be made within 30 days after his separation of employment with the Board.

9.3 **VACATION** The Superintendent shall earn two (2) days per month of paid vacation. Any earned or accrued vacation days not used in one fiscal year will be carried over to the next year. The Superintendent may allow accrued days to be paid out at the end of his employment contract pursuant to the terms and conditions of the School Board policy, in the same manner as a twelve (12) month administrative employee. However, no more than sixty (60) accrued vacation days will be paid at the end of employment.

9.4 **SICK LEAVE** The Superintendent shall be granted twenty (20) days of sick leave at the commencement of this Contract for and during the first year of employment, and during such first year shall not earn more than such twenty (20) days of sick leave. Beginning with the second year of employment, the Superintendent shall earn one (1) day per month 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 his then current daily rate of pay.

9.5 **AUTOMOBILE ALLOWANCE/COMMUNICATIONS AND CREDIT CARD**

- (a) The Board shall provide the Superintendent with an automobile for his use in carrying on Board business and activities. Such automobile may be either owned, or leased by the Board, as it may desire, and the Superintendent shall also be reimbursed for expenses of maintenance and operation of such automobile, together with use of same on Board business at the rate provided for by law.
- (b) The Board will provide the Superintendent with a cellular telephone. The cellular telephone will be used primarily for School Board business related communications. The monthly bill and maintenance of such telephone will be paid by the Board.
- (c) The Board shall furnish a credit card to the Superintendent for his use in payment of expenses related to Board business and operations. The Superintendent shall furnish appropriate receipts reflecting the expenses incurred by the Superintendent for such purposes to the school finance officer. All related automobile expenses and other expenses while away from the School Board office incurred by the Superintendent shall be paid by the Board, but subject to the per diem allowances as set forth in Florida statutory law.

9.6 **DISABILITY INSURANCE** If the Superintendent is unable to perform his regular duties because of personal illness or disability, the Superintendent is permitted to use all accumulated sick leave and vacation days available to him. The Board does not currently provide any disability insurance for its employees, including the Superintendent.

9.7 **LIFE INSURANCE** The Board, at its expense, shall provide a term "Executive Life Insurance" policy on the Superintendent's life in the total amount of \$300,000.00, but only if he is insurable, and the premium is reasonable as determined by the Board. The designated beneficiaries shall be the Board for one-half thereof and the Superintendent's named beneficiaries for the other one-half thereof. At the time of his resignation the Board will assign and convey to the Superintendent the total policy with no built up cash value therein. The Superintendent may also participate in the normal group term life insurance plan available to all employees.

9.8 **HEALTH INSURANCE** Hospitalization and medical benefits insurance, with the same benefits provided to other employees of the District, shall be provided for the Superintendent, at the Board's expense. The Superintendent may purchase health insurance for family members on the same terms available to other employees of the District.

10. **OTHER BENEFITS**

10.1 **CONFERENCES AND MEETINGS**

- (a) The Board shall pay in full all legally valid expenses and fees in accordance with the Board's policies for the Superintendent's attendance at professional conferences and meetings with other education agencies when attendance thereof is required, directed, or permitted by the Board.
- (b) The Superintendent shall attempt to advise the 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.
- (c) The Superintendent shall file itemized expense statements to be processed and approved as provided by law and Board policy.

10.2 **MEMBERSHIP AND DUES**

The Superintendent is encouraged to belong to appropriate community, professional, and educational organizations where membership will serve the best interests of the District. Accordingly, the Board will pay such membership dues for organizations as are required, directed, or permitted by the Board for professional development. The Superintendent shall present appropriate statements for approval by the Board. The Board will likewise pay for any such costs which are otherwise charged against the Board furnished credit card, including those for subscriptions to appropriate magazines helpful to the Superintendent in the carrying out of his duties, if not otherwise submitted by the Superintendent to the finance officer for payment.

### 10.3 CERTIFICATION

The Superintendent shall at all times throughout the term of this Agreement maintain and keep current a valid certification in administration and supervision or equivalent as issued by the Florida Department of Education. The Superintendent shall notify the Board immediately of any change in the status of such certification. Suspension, revocation, or lapse of such certification shall be deemed a breach of this Agreement by the Superintendent and shall release the Board from all obligations under this Agreement.

### 10.4 OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent shall devote his full time, skill, labor, effort, and energy to the business of and his employment with the Board during the term of this Agreement, and he shall not serve as a paid consultant to other school districts or other educational agencies without the prior written approval of the Board, unless such consultant services are taken are undertaken on time charged to earned vacation leave and in such manner as not to interfere with the performance of the duties and responsibilities as set forth in this Agreement. This provision shall be construed:

- (a) To allow the Superintendent to address such community and professional groups as he may deem necessary in the pursuance of his professional responsibilities under this Agreement, and
- (b) To allow the Superintendent to serve as 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.

## 11. TERMINATION

- (a) The Board specifically reserves the right to terminate this Contract at any time without cause. In the event however, that the Board should terminate this Contract without cause, the Superintendent shall only be entitled to receive payment for twenty (20) weeks of base annual salary, together with payment for accrued vacation days through his last day of employment as permitted by state law and policy of the Board, and payment for accrued sick leave as permitted by law. Under Section 215.425, Florida Statutes, no severance pay may be paid if the Superintendent is fired for misconduct as defined in Section 443.036(30), Florida Statutes.
- (b) The payments as provided for herein shall be considered liquidated damages and shall be in lieu of any other claims which the

Superintendent may make or relief to which the Superintendent might be entitled at law or in equity.

- (c) The Superintendent acknowledges and agrees that in the event of termination pursuant to this provision, he shall have no contractual right or other right at equity or law to occupy the position of Superintendent. He shall only have a contractual right to receive the compensation as provided herein as liquidated damages.
- (d) The Superintendent may further be terminated by the Board for cause. Cause is defined as immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of controlled substances, or conviction of a crime involving moral turpitude.
- (e) Willful neglect of duty shall be defined for the purposes of this Contract 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 majority of the 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.
- (f) For purposes of this Contract, the term "gross insubordination" shall constitute the willful refusal of the Superintendent to perform any of the duties as prescribed by this Contract or any directions of a majority of the Board. The inadvertent failure to follow the directions of a majority of the Board or inadvertent failure to perform a duty as prescribed by this Contract shall only constitute insubordination or simple neglect of duty.
- (g) Before this Contract may be terminated for cause for inadvertent failure to follow directions of majority of the Board or inadvertent failure to perform any of the duties prescribed by this Contract, the Superintendent shall be given a specific written notice signed by at least three members of the Board of the deficiency and shall have ninety (90) days in which to correct any of the noted deficiencies.
- (h) Failure to correct a noted deficiency within the ninety (90) day period shall constitute gross insubordination or willful neglect of duty, and the Board forthwith thereafter, shall have the right to terminate this Contract, but subject to the provisions of the next succeeding paragraph. If terminated for cause there is no expectation of the Superintendent for severance pay.
- (i) In the event the Board shall determine to terminate this Contract for cause, the Superintendent shall be given written notice specifically identifying the basis for the termination and shall be entitled to a hearing

before the Board on the issue of cause. Said hearing shall be conducted within a reasonable period of time following the receipt of notice by the Superintendent, which reasonable period shall not exceed ninety (90) days.

- (j) The Superintendent shall provide a minimum of ninety (90) days notice of his intent to resign. Failure to provide the required notice shall result in the forfeiture of accrued vacation days and sick leave. However, circumstances beyond the control of the Superintendent, such as sudden major illness, death, etc. will not result in the loss of accrued vacation days and sick leave.

## 12. INDEMNIFICATION

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 his official capacity as agent or employee of the Board, or with regard to any and all demands, claims, suits, and legal proceedings brought against him in his individual capacity, which arose out of the performance of any of his duties as Superintendent, while acting in the course and scope of his authority as Superintendent, to the full extent as permitted by the law of the State of Florida.

The Board may choose at its discretion not to indemnify the Superintendent if any claim, demand, suit, action or legal proceeding arises out of malfeasance in office, willful violation of any law of the United States of America, or the State of Florida, or any rule or regulation of same, 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 a manner exhibiting wanton and willful disregard of human rights, safety, or property, or as a result of the willful or wanton neglect of duty.

## 13. 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.

## 14. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 Alachua County, Florida.

## 15. SEVERABILITY

In case any one or more of the provisions 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 never been included herein.

16. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement concerning employment arrangements between the Board and the Superintendent and supersedes all other agreements on the subject of such arrangements. This Agreement may not be changed except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification, or discharge is sought.

17. ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the Board, its successors and assigns, and the Superintendent and his heirs and personal representatives, but may not be assigned by the Superintendent.

The School Board of Alachua County, Florida

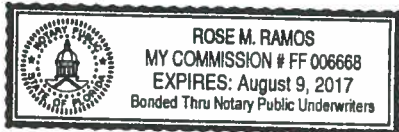
By: Gunnar F. Paulson  
Chairman

Date 6-23-14

Subscribed and acknowledged before me on this 23<sup>rd</sup> day of June, 2014, by Gunnar F. Paulson, as School Board Chairman, who is either personally known to me, or who produced \_\_\_\_\_ as identification.

Jose M. Ramos  
Notary Public

Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Executed by Owen A. Roberts, Ph.D  
Gainesville, Alachua County, Florida.

[Signature]  
Superintendent

Date 6/23/14

Subscribed and acknowledged before me on this 23 day of June, 2014, by Owen Roberts as Superintendent, who is either personally known to me, or who produced Davey Lupton as identification.

[Signature]

Notary Public  
Commission No. EE 159534  
My Commission Expires: Jan 12 2016

