

**SUPERINTENDENT'S
EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this ~~1st~~ ____ day of ~~June~~ _____, ~~2013~~2014, by and between the **SCHOOL BOARD OF POLK COUNTY, FLORIDA**, hereinafter referred to as the "Board" and **KATHRYN M. LEROY**, hereinafter referred to as the "Superintendent."

WHEREAS, the Board desires to provide the Superintendent with a written contract in order to enhance the administrative stability and continuity within the school system, and

WHEREAS, the Board and the Superintendent agree to the written contract as necessary to describe specifically the relationship between the parties and to serve as a basis for an effective communication between the parties as they fulfill their governing and administrative functions in the operation of the educational program of the school system.

NOW, THEREFORE, the Board and the Superintendent, for and in the consideration of the mutual covenants hereinafter specified, agree as follows:

1. EMPLOYMENT: In accordance with the action of the Board in Special Meeting on the 22nd day of May, 2013, and found in the minutes thereof, the Board appointed Kathryn M. LeRoy as Superintendent, subject to negotiation of an appropriate contract of employment.

2. ACCEPTANCE: The Superintendent accepted employment as Superintendent and has been so employed pursuant to that Employment Contract dated 1 June 2013. The terms and conditions of this document are intended to replace and to supersede the 1 June 2013 contract. ~~hereby accepts employment as Superintendent and~~ The Board and Superintendent mutually agree that during the term of this Agreement the Superintendent shall be and will perform the duties of Superintendent in and for the public schools of Polk County, Florida.

3. DUTIES: The Superintendent agrees during the period of this contract to faithfully perform her duties and obligations in such capacity for the School District including, but not limited to, those duties required by state and federal law and regulation. The Superintendent shall devote her full time, attention, and energy to the business of the School District. She will not accept any form of employment other than that as Superintendent of the Polk County School District during the term of this and any subsequent contracts as long as she is employed as Superintendent of the Polk County School District.

4. TERM: The term of this contract shall commence on _____, 2014, and end on June 30, 2017, unless terminated as provided herein. No later than December 15, 2016, and no later than December 15 of each subsequent year of the contract, the Board shall review this contract with the Superintendent and determine whether to extend the term of the contract to return to its original term of three (3) years from the July 1 anniversary date.

5. COMPENSATION: For the period of time from _____, 2014, to June 30, 2017, the board agrees to pay the Superintendent an annual salary of Two Hundred Twenty-~~Five~~

~~Thousand~~**Five Thousand** Dollars (\$225,000.00). Said compensation shall be made in monthly installments. In addition, the Superintendent is eligible to participate in the Florida Retirement System at the senior management class level, with the Board making periodic contributions commensurate with the Superintendent's salary. 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.~~The Board shall also annually make a non-elective contribution to an annuity plan for the Superintendent established pursuant to Section 403(b) of the Internal Revenue Code in the amount of ten percent (10%) of her then-current salary.~~ The Superintendent shall not have the option to receive any of the non-elective contributions paid in cash or as salary.

6. ADJUSTMENTS TO COMPENSATION: Beginning July 1, 2014, the Superintendent shall receive annual increases of no less than the average annual increase received by administrators in the school system for the following school year. In addition, the Superintendent may receive additional, performance-based increases as may be agreed upon in writing between the Board and the Superintendent as part of the evaluation process. The Superintendent shall also receive an annual professional growth incentive from the Board in the amount determined as provided for elected superintendents, pursuant to section 1001.47(5)(b), Florida Statutes (2013), so long as she 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.

57. INSURANCE: The Board shall provide the Superintendent and her immediate family health insurance coverage under the group health insurance program for other administrative employees or a comparable plan, at the discretion of the Board. The Superintendent and her family shall have access to dental and vision insurance under policies applicable to other administrative employees, and access to life insurance on the same basis. The Board shall provide the Superintendent with a long-term disability insurance policy as offered to all administrators.

68. MEDICAL EXAMINATION: The Superintendent agrees to undergo a comprehensive medical examination by a licensed medical doctor selected by the Superintendent once each year. She agrees to furnish to the Board a statement from the physician certifying the Superintendent's physical competency to fulfill the duties of Superintendent no later than July 1, annually. Such information shall be treated as confidential data by the Board to the extent permitted by law. If the physician shall determine the Superintendent is not fit to perform the services required, the provisions of Section 16: Disability shall apply. The Board shall pay the cost for the annual examination to the extent not covered by the group health insurance program. In addition, the Board may require the Superintendent to undergo examinations related to her physical or mental ability to fulfill the responsibilities of the position whenever the Board deems it may be necessary to do so. All expenses for such examinations shall be borne by the Board.

79. AUTOMOBILE ALLOWANCE: The Board shall provide the Superintendent with an automobile allowance of Eight Hundred Dollars (\$800.00) per month for use of her personal

vehicle for business purposes. The Superintendent shall maintain an automobile liability policy of no less than one million dollars (\$1,000,000.00) per claim and shall have the Board named as an additional insured on such policy. This automobile allowance is intended to cover and include all automobile-related expenses, and there shall be no additional reimbursement for mileage.

810. VACATION AND SICK LEAVE: The Superintendent shall receive twenty-two days of vacation annually, exclusive of legal holidays. The Superintendent may accumulate unused vacation time consistent with Florida law and then-current Board policy for other administrators. Whenever the Superintendent shall use vacation time which will result in her absence from the District for a period of more than three (3) days, she shall advise the Board of same, and shall appoint an administrator to be in charge of the District during her absence. The Superintendent shall receive 12 days of sick leave annually. Unused sick leave shall be cumulative consistent with Florida law and then-current Board policy for other administrators. In the event the Superintendent's employment is terminated by the Board, mutual agreement, or the Superintendent's death, the Superintendent or her estate shall be paid for unused vacation and sick days consistent with Florida law and then-current Board policy for other administrators. Vacation and sick days shall be determined on a pro-rata basis for partial years of service. The daily rate to be utilized in determining pay for unused vacation and sick days shall be based on the number of days in the employment contract for twelve (12) month administrative employees.

911. PROFESSIONAL GROWTH: The Board encourages the continuing professional growth of the Superintendent through her participation in professional organizations. The Board shall permit a reasonable amount of time for the Superintendent to attend professional meetings at the local, state and national levels and will pay the cost of the Superintendent's attendance at such meetings. In addition, the Board shall pay the membership dues of the Superintendent in three professional organizations of her choice. The Board may, upon recommendation of the Superintendent, pay the cost for the Superintendent to be a member of other professional organizations.

1012. COMMUNITY PARTICIPATION: The Board expects the Superintendent to be actively engaged in the community and shall pay her membership and related fees to participate in civic, business and service organizations as approved by the Board.

1113. ADDITIONAL BENEFITS: The Superintendent shall be allowed such other privileges and fringe benefits as are commonly extended to all other administrative and/or certificated personnel.

1214. MOVING EXPENSES: The Board shall pay for customary expenses related to the move of the Superintendent, her family, and her household possessions from her current residence to Polk County; provided that the Superintendent shall obtain three written estimates from reputable moving companies and utilizes the company with the lowest estimate.

1315. PERFORMANCE AND AUTHORITY: The Superintendent shall faithfully perform the duties of the Superintendent and serve as Chief Executive Officer of the District and Secretary to the Board. The Superintendent shall have the authority to organize and arrange the

administrative and supervisory staff and shall have the authority to organize and arrange the instructional and business affairs of the School District in a manner which, in her judgment, best serves the needs of the School District, subject to state laws, the regulations of the State Board of Education, and the rules, regulations and policies of the Board. The responsibilities for the selection, placement and transfer of personnel shall be vested in the Superintendent to the extent permitted by state law and Board policy.

1416. COMPLAINTS AND CONCERNS: The Board and the board members agree to refer to the Superintendent for her study and recommendations, all criticisms, complaints, concerns and suggestions called to the Board's attention or to the attention of any of the board members.

1517. EVALUATION: The Superintendent shall annually establish meaningful, measurable goals and objectives for the District and shall provide a written report regarding her recommendations to the Board on or before the first Board meeting in July of each year during the term of this Agreement. All discretionary goals and objectives will be subject to the approval of the Board. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relations and shall inform the Superintendent from time to time of any inadequacies in such relations as perceived by the Board. For the 2013-2014 evaluation only, the Board shall evaluate and assess in writing the performance of the Superintendent using a two-step process; first, the Board will review those components of the approved evaluation instrument which are not tied to measurable outcomes set forth in the strategic plan in June, and shall review those components which are tied to measurable outcomes in the strategic plan in December. Thereafter, The Board shall evaluate and assess in writing the performance of the Superintendent ~~on or before July 1 in the month of December~~ of each calendar year during the term of this Agreement and any renewal thereof. The evaluation instrument and process shall be developed jointly by the Board and Superintendent. The annual written evaluation of the Superintendent's performance will be based upon the Superintendent's job description as set forth from time to time in the adopted rules of the Board, the powers and duties of the Superintendent as described from time to time by state law, contractual expectations and the goals and objectives of the District for each year. Prior to any rating below satisfactory or acceptable level of performance being entered on the Superintendent's evaluation by the Board, notice must be given, in writing, to the Superintendent specifically detailing the nature of the deficiency to be addressed. Notice of deficiency must include specific expectations relative to remediating the deficiency to provide the Superintendent sufficient information to address the Board's concern and to improve her rating in that area. Within thirty (30) days of the completion of the annual evaluation and workshop discussion, the Superintendent shall submit to the Board an Annual Improvement Plan which shall include a professional growth plan.

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1618. TERMINATION:

A. WITHOUT CAUSE: This Agreement may be terminated without cause at the sole discretion of the Board. If the Superintendent is terminated without cause, she shall receive as severance pay a lump sum equal to twenty (20) weeks of compensation, as permitted under Section 215.425, Florida Statutes. Under that statute, severance pay may not exceed an amount greater than twenty (20) weeks of compensation. Notwithstanding any other provision contained

herein, the Superintendent may not receive severance pay if she has been terminated for misconduct, as defined by law.

B. WITH CAUSE: This Agreement may be terminated for substantial breach of contract or just cause by a majority vote of the Board. Just cause shall include, but is not limited to, death or extended disability of the Superintendent, or misconduct. Notice of discharge shall be given to the Superintendent in writing. The Superintendent shall have the right to written charges, notice of hearing and a fair post-termination hearing before the Board or an administrative law judge from the Division of Administrative Hearings, at the Board's discretion. If it is determined that the discharge was not based upon a substantial breach of contract or just cause, the Superintendent is entitled to the compensation and benefits from the date of discharge for the remainder of the contract term and shall not be entitled to reinstatement. The Superintendent recognizes that board members may have voted in favor of the charges, may have been a witness or otherwise participated in the proceedings leading up to the consideration of the adoption of a final order and the Superintendent agrees that she is not entitled to have a board member recused from participating in the decision on the final order. In the event that the Superintendent should desire to terminate this Agreement for any reason prior to its expiration date, she shall give written notice to the Board of such intent at least six (6) months prior to the effective date of such voluntary termination.

1719. DISABILITY: Should the Superintendent be unable to perform the duties of Superintendent by reason of illness, accident, or other causes beyond her control, and said disability or inability to perform such duties exists beyond the point where all sick and vacation leave of the Superintendent has been exhausted, the Board may, at its sole discretion, make the following deductions from the compensation stipulated above. For the first month following exhausted leave time, the Superintendent shall receive her entire monthly compensation; for the second and third months following exhaustion of such leave, the Superintendent shall receive sixty percent (60%) of her regular compensation. Should the Superintendent remain disabled following her third month after exhaustion of leave, the Board may, in its sole discretion, terminate all subsequent pay under this Agreement for as long as such disability exists. If such disability continues for more than six continuous months, or if such disability is permanent, irreparable, or of such a nature to make performance of the Superintendent's duties impossible, the Board, in its sole discretion, may terminate this Agreement immediately. In such event, the respective duties, rights, and obligations of each party shall terminate except for the benefits detailed within this section.

1820. INDEMNIFICATION: The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, suits, actions, legal proceedings of any nature whatsoever, or awards or judgments including compensatory and punitive damages, brought or awarded against the Superintendent in her personal, individual or official capacities, provided, however, that the demand, claim, suit, action or legal proceedings arise out of or in the course of the Superintendent acting within the course and scope of her employment as Superintendent. In addition, the Board shall pay all litigation costs, including attorney fees, expenses and other litigation or appellate costs incurred in defense of the Superintendent. In no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions or legal proceedings. The Board shall not be required to pay any

cost or fee incident to any demands, claims, suits, actions or legal proceedings in which the Board and the Superintendent are opposing parties, except as herein provided. Indemnification, as provided in this section, shall not include criminal proceedings or in the case of malfeasance in office or willful or wanton neglect of duty on the part of the Superintendent, unless the Superintendent is found not guilty.

- | **2021. SEVERABILITY:** If any provision or item of the Agreement or the application thereof is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions, items, or applications of this Agreement which can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this Agreement are hereby declared severable.
- | **2122. ENFORCEMENT OF AGREEMENT:** In the event it should become necessary for either party to enforce the terms and conditions of this Agreement, the costs of such enforcement proceedings, including reasonable attorney fees, shall be paid to the prevailing party by the losing party.
- | **2223. MODIFICATION/EXTENSION OF AGREEMENT:** By specific action of the Board, the terms and length of this Agreement may be modified, provided the consent of the Superintendent is received for same.
- | **2324. ENTIRE AGREEMENT:** This Agreement embodies the entire understanding and agreement of the undersigned parties, whether oral or written.
- | **2425. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the venue for any litigation with respect to this Agreement shall be in Polk County, Florida.
- | **2526. ASSIGNMENT:** This Agreement shall inure to the benefit of and shall be binding upon the Board and the Superintendent, but may not be assigned by the Superintendent.
- | **2627. NOTICES:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered to the party involved.
- | **2728. AMENDMENTS:** This Agreement embodies the entire Agreement between the parties and all prior negotiations and understandings, whether written or oral, are deemed to be merged and integrated in this written Agreement. This Agreement may not be amended except by written Agreement duly adopted by the parties in the manner provided by law.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals on the date first above written.

WITNESS:

**SCHOOL BOARD OF POLK COUNTY,
FLORIDA**

BY: _____
Dick Mullenax, Board Chair

WITNESS:

Kathryn M. LeRoy

Approved as to form: _____
C. Wesley Bridges II,
General Counsel