

JULY 1, 2023
DATE
EMPLOYMENT CONTRACT AGREEMENT FOR THE PRESIDENT
OF NORTHWEST FLORIDA STATE COLLEGE

This Employment ~~CONTRACT~~ Agreement is made and entered into this ~~1st day of July 2023~~ DATE by and between The District Board of Trustees of Northwest Florida State College, referred to as the "Board," and ~~Dr. Garry Devin Stephenson~~ NAME, referred to as the "President."

WHEREAS, on ~~November 12, 2016~~ DATE, the Board ~~entered a contract with the President for his employment~~ selected NAME as the ~~President of Northwest Florida State College; president-elect; and~~

~~WHEREAS~~ WHEREAS, on DATE, the Board ~~and approved offering~~ the President in ~~January 2018, August 2018, July 2019, July 2020, July 2021, and July 2022, amended this Employment Agreement (the terms of the contract; and~~

~~WHEREAS, the Board is to evaluate the contract yearly and, when necessary, negotiate amendments to the contract with the President; "Agreement,");~~

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations made in this ~~contract by the parties, and a vote of the Board on June 20, 2023~~ Agreement, the parties agree as follows:

- 1. Employment:** The Board agrees to employ the President, and the President agrees to accept employment as President of Northwest Florida State College (~~"(the "College")~~).
- 2. Duties:** The President shall perform the duties customarily performed by ~~one holding the position of College~~ President and ~~shall also perform such other duties as are additionally assigned to him from time to time by the Board. The President will at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all such duties pursuant to the express and implicit terms hereof to the reasonable and collective satisfaction of the Board. The President shall devote his full time and best efforts to his duties as provided, and shall, pursuant to the provisions of § 1001.65, Florida Statutes, be~~ The President shall serve in the statutory roles of the Executive Officer and Corporate Secretary ~~of~~ to the Board, as well as the Chief Administrative Officer of the College and all components of the institution. ~~The duties and responsibilities of the~~ The President shall ~~be provided also perform the duties set out in the applicable provisions of the federal and Florida Statutes, the Florida Administrative Code law, State Board of Education Rules, and the policies and procedures of the College, as well as such other duties and responsibilities as may be assigned to the President by. The President will faithfully, industriously, and to the best of their ability, experience, and talent perform all duties under this Agreement to the reasonable and collective satisfaction of~~ the Board.
- 3. Term:** The term of the ~~contract~~ Agreement shall be for a period of ~~three (3) one and one-half (1.5)~~ years commencing on ~~July 1, 2023,~~ DATE and terminating on June 30, 2026; The parties may agree in writing to extend or as determined in conjunction with the Board renew this Agreement upon terms agreeable to both parties. It is expressly understood and agreed between the Board and the President that neither owes the other

any further ~~contractual~~ Agreement obligation or responsibility after ~~June 30, 2026~~ DATE. The Board may negotiate with the President to amend or extend the term annually, if necessary; otherwise, unless the Board exercises termination provisions of this Agreement or the President resigns, the term of the ~~contract~~ Agreement will continue through ~~June 30, 2026~~ DATE.

4. Annual Evaluation: The Board shall annually evaluate the President's performance.

a. **Criteria:** The Board shall set the criteria for the evaluation, which shall include any statutorily required categories. If the Board determines to revise the evaluation, it shall adopt new evaluation criteria no later than August 31 of each fiscal year.

b. **Timeline:** The Board will approve the President's evaluation no later than May 31 of each year to ensure the College complies with reporting requirements to the Florida Department of Education.

5. College Priorities: Upon recommendation of the President, the Board reviews and adopts priorities for the College, which may span several years and includes components such as strategic plan, mission, vision, principles, goals, and methods for measuring whether College goals have been reached. The President is responsible for regularly reporting to the Board (no less than twice annually) the College's progress in meeting measurable goals as set out in the College priorities. The Board may take the College's progress in meeting measurable goals into account in the President's annual evaluation and in making any amendment to this Agreement, such as, but not limited to, Term or Compensation.

4.6. Compensation: The Board shall pay to the President and the President shall accept from the Board, in full payment for ~~his~~ their services under this ~~contract~~ Agreement, compensation as follows:

a. **Annual Base Salary:** During the term of this ~~contract~~ Agreement, the President shall be paid an Annual Base Salary of ~~\$308,000~~ XXX,XXX. Such salary will be paid in monthly installments in accordance with ~~Board~~ College policy and procedure governing payment ~~of other professional non-instructional staff members employed~~.

Salary Adjustments:

i. **Fiscal Year Adjustment:** By mutual written agreement of the parties, the Board and the President may adjust the Annual Base Salary in each succeeding fiscal year of the Agreement, which begins July 1 each year. The President shall not receive any increase in Annual Base Salary if the President's evaluation by the Board. Such salary is subject to an is unsatisfactory. Without prejudice to any other right of the Board, the Board may decrease President's Annual Base Salary if the President's evaluation is unsatisfactory. The amount of any increase in the President's Annual Base Salary shall not exceed twenty-five percent (25%) of the prior year's Annual Base Salary. This clause does not oblige the Board to offer any adjustment for the average percentage increase granted to employees of Northwest Florida State College in any year.

ii. **Discretionary One-Time Annual Payments:** The Board of Trustees reserves the right to offer the President an annual one-time payment rather than an Annual Base Salary increase. As with a Fiscal Year Adjustment, the President shall not receive any increase in Annual Base Salary if the

President's evaluation by the Board is unsatisfactory. The amount of any discretionary one-time payment shall not exceed twenty-five percent (25%) of the prior fiscal year's Annual Base Salary. This clause does not oblige the Board to offer any adjustment in any fiscal year.

i.iii. **Executive Employee Classification Adjustments:** Annually, the Board approves the College budget and may, at its discretion, increase the salaries of College employees. If the Board and President do not agree on a Fiscal Year Adjustment or the Discretionary One-Time Annual Payment under section 6(b)(i)-(ii), and if the President receives a satisfactory performance evaluation from the Board, the President is eligible to receive any percentage increase applicable to the executive employee classification, if any, once the State has finalized the Florida Budget and the Board has approved the College budget. Likewise, should the Board of Trustees approve any one-time lump sum payment, merit increase, or other salary increase for Collegewhich includes executive employees, the President's salaryPresident is subjecteligible to receive an increase in the amount applicable to the executive employee classification, if any. Any increase offered the President under this clause is only available if a Fiscal Year Adjustment or Discretionary One-Time Annual Payment is not made under section 6(b)(i)-(ii).

~~The Board and the President may renegotiate the annual base salary in each succeeding fiscal year of the contract, which begins July 1 each year. The Board shall evaluate the performance of the President's duties, goals, and objectives for the purpose of meeting reporting requirements of the Florida College System (FCS) in May of each year or, if no meeting will be held in May, during its regularly scheduled meeting immediately prior to May to remain in connection with the fiscal year of the FCS.~~

- ~~b. **Automobile.** The President shall have use of a current model College-owned or leased automobile that shall be approved by the Board. The President shall keep records of his personal use of the vehicle in accordance with IRS regulations and make the record available to be reviewed by the Board, if necessary. Personal use may include the President's spouse driving the car provided the necessary supplemental insurance is purchased by the President. Operating expenses for the automobile, such as gas and oil, shall be responsibility of the Board; the Board shall be responsible for the major maintenance of the vehicle, liability insurance, and the like.~~
- ~~c. **Retirement Accounts.** The Board shall contribute annually to the President an amount equal to the current IRS 415(c) maximum contribution limit to a 401(a) retirement account. The Board shall contribute annually to the President an amount equal to the current IRS 415(c) maximum contribution limit to a 403(b) retirement account.~~
- ~~d. **Continued Service Compensation.** To encourage retention of leadership at Northwest Florida State College, the Board agrees that, should Dr. Garry Devin Stephenson continuously serve the College as President for five consecutive years commencing on July 1, 2019, and should he continue to meet all other terms and conditions of his contract and any amendments thereto, the Board shall pay an~~

~~amount sufficient to pay Dr. Stephenson \$100,000.00 post-tax in Continued Service Compensation to Dr. Stephenson on July 1, 2024. Should the contract expire or be terminated by either party on or before June 30, 2024, the Continued Service Compensation or any portion thereof shall not be paid by the Board.~~

- ~~e. **Health Insurance.** The Board shall pay the medical premium for the President and the President's spouse through the College's health insurance program. If the President opts out of the College's health insurance plan, the College agrees to pay a monthly sum equal to the cost of the insurance premiums entitled to a full-time employee to a deferred annuity plan for the benefit of the President.~~
 - ~~f. **Life Insurance.** The Board shall pay the life insurance policy premium for the President through the College's life insurance program.~~
 - ~~g. **Vision Care Insurance.** The Board shall pay the eye care policy premium for the President and the President's spouse through the College's eye care insurance program.~~
 - ~~h. **Dental Insurance.** The Board shall pay the dental advanced premium for the President and the President's spouse through the College's dental program.~~
 - ~~c. **Vehicle Stipend:** The Board shall pay the President a monthly amount not to exceed \$**XX,XXX** for the purpose of the President purchasing or leasing a vehicle. The President shall be responsible for all maintenance, insurance, and other responsibilities of vehicle leasing or ownership, at no further expense to the College.~~
 - ~~d. **Retirement Accounts:** The College is a participant in the Florida Retirement System ("FRS"), under which the Board will contribute to the President's selected FRS pension or investment plan at the rate set by FRS for the Senior Management Service Classification. Alternatively, if the President opts out of the FRS, the Board shall contribute annually to one retirement account of the President's choice an amount equal to fifty percent (50%) of the then-current IRS 415(c) contribution limit to the chosen type of retirement account.~~
7. **Insurance:** The College is a participant in the State Group Insurance plan, and all insurance coverage offered the President under this Agreement shall be consistent with State Group Insurance plan ("SGIP") offerings, unless specifically provided otherwise. The President may also opt into any optional benefits offered by the SGIP and paid for by the President.
- a. **Health, Dental, and Vision Insurance.** The Board shall make health, vision, and dental insurance coverage available to the President and their spouse under the SGIP and shall pay the employer portion of the premium for each plan the President selects.
 - b. **Life Insurance.** The Board shall pay the premium for life insurance coverage of twice the President's Annual Base Salary. The College shall purchase an appropriate policy if not available at a competitive rate through the SGIP.

~~5.8. **Cellphone:** The Board shall provide the President with a College cell phone or a stipend to cover the costs of his obtaining cell service and related connectivity, paid for and owned by the College, for the conduct of College business. Such phone shall be returned to the College upon the expiration or termination of this Agreement.~~

~~6. **Leave:** The President shall be granted eighteen (18) days annual leave at the commencement of this contract and at the beginning of each subsequent contract year. The President shall, in addition to the eighteen (18) days granted above, accumulate 1.0 day of leave per month.~~

~~The President shall also be granted 5 days of Professional/Consulting Leave per year that does not fall within the current Annual Leave. The purpose of this Professional/Consulting Leave shall be used at the President's discretion in cases where he is requested to support other colleges or institutions that desire his expertise on matters of higher education where he may be compensated outside of this contract. Notice shall be provided to the Board Chair when the President intends to use Professional/Consulting Leave.~~

~~On January 1st of each year, the President may choose to receive pay for up to twenty (20) days of unused accrue vacation leave, not to include any pay for unused Professional/Consulting Leave. Unused vacation leave credit may accumulate but credit in excess of forty-four (44) days (352 hours) on December 31st shall be transferred to and sick leave. Unused vacation leave will be paid upon consistent with Board policy and College procedure and any payment of leave upon expiration or termination or retirement on a lump-sum basis as of the last day of work performed and at the rate of compensation to the employee (or to his/her beneficiary, estate or as provided by law) on the last day of employment or last day prior to retirement.~~

~~7.9. **Evaluation:** At the time the contract is issued the of this Agreement shall be subject to Board shall inform the President of his duties and responsibilities, of the procedures by which performance shall be evaluated, policy and of the criteria for the evaluation. The Board shall evaluate the President annually in May or, if no meeting will be held in May, during its regularly scheduled meeting immediately prior to May. Evaluations shall cover each duty and responsibility, whether assigned by the Board or specified in law or rule. The evaluation shall be in writing and shall be submitted, immediately after acceptance by the Board of Trustees, to the State Board of Education for review. College procedure.~~

~~8.10. **Termination:** This contractAgreement may be terminated as follows:~~

- ~~a. **Death or Disability:** In the event of the death or permanent disability of the President, this contractAgreement shall terminate and the President or histheir estate, as the case may be, shall be due compensation and benefits hereunder only to the date of death or determination of disability by the Board. For the purposes of this contractAgreement, "permanent disability" shall be defined as the President's inability to perform histheir duties set forth in section 2 for a minimum of six (6) continuous months.~~
- ~~b. **Other Termination.** The Board shall have the right to suspend or dismiss the President at any time, with or without cause. In the event the Board dismisses the President without cause, then the President shall be paid twenty (20) weeks of~~

~~Annual~~ Base Salary as severance pay as allowed under section 215.425, Florida Statutes. If the President is dismissed for ~~misconduct, cause~~ (including, but not limited to ~~moral turpitude, action or omission~~ that would bring public disrespect, contempt, or ridicule upon the College as determined by the Board; a violation of a ~~State~~~~federal~~ or ~~Federal~~~~state~~ law, rule, or regulation, or ~~Constitutional provision~~ or of a ~~College rule or Board policy~~ which is in the judgment of the Board adversely reflects or affects the College; and; or "misconduct" as defined in section 443.036(29), Florida Statutes, ~~will be considered dismissal "with cause" and~~, the President will be entitled to no severance pay.

- c. **Resignation.** Should the President resign, ~~he~~~~they~~ shall receive compensation up to such time as the effective date of ~~his~~~~their~~ resignation. ~~He~~~~They~~ shall be entitled to no other compensation, except as otherwise provided in Board policy related to leave.

~~9.11.~~ **No Continuing Obligation:** It is expressly understood and agreed by the parties ~~hereto~~ that neither the President nor the Board owes any further obligation under this ~~contract~~Agreement to the other party after the term of this ~~contract~~Agreement, except as specifically provided ~~herein~~in this Agreement. No legal cause shall be required of the Board if the President is not reemployed by the Board following the expiration of this ~~contract~~. ~~It is further understood that the execution of this document replaces all previous documents executed regarding the employment of the President.~~Agreement.

~~10.12.~~ **Governing Provisions**Law, Choice of Law, Venue, Attorney's Fees, and Limitations: This ~~contract~~Agreement shall be subject to ~~any and all the~~ laws of the State of Florida, Florida State Board of Education Rules, Board policies, and any amendments, additions or deletions hereafter adopted by the respective legislative bodies responsible. ~~This contract shall be interpreted and construed under the laws of the State of Florida and shall include and be subject to all applicable laws enacted by the legislature, and all applicable administrative rules duly adopted or promulgated by an agency having jurisdiction to take action affecting the operations of the College. Venue for any and all legal disputes relating to this contract shall be Okaloosa County, Florida., or deletions hereafter adopted by the respective authorized bodies. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of the Florida Department of Education and College, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida. Nothing in this Agreement shall be construed or interpreted to be a waiver of the College's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the College. Nothing in this Agreement shall be construed as consent by the College to be sued by third parties in any matter arising out of or related to this or any other agreement.~~ The prevailing party in any litigation shall be entitled to reasonable attorney's fees and costs from the non-prevailing party ~~to the extent permitted by law~~. Further, the ~~contract~~Agreement shall be subject to: (1) any and all legal limitations on the authority of the Board that initially entered this ~~contract~~Agreement to

obligate future Boards; (2) funding and financial resources reasonable available to fulfill the College's obligations set forth herein in this Agreement; and (3) modifications, additions, and deletions necessary to respond to changes in applicable laws, rules, regulations, policies, and guidelines occurring during the term of the contract Agreement.

~~11.13. Entire Agreement: This contract~~ **Public Record and Entire Agreement:** This Agreement is subject to public disclosure under all applicable provisions of Florida Sunshine law (e.g., Chapters 119 and 287, Florida Statutes) as well as disclosure to and review by the Florida Department of Education. This Agreement represents the entire agreement between the parties and supersedes all prior agreements or amendments. This agreement may be amended only in writing with the signature of both parties.

This EMPLOYMENT ~~CONTRACT AGREEMENT~~, executed under the hands and seals of the respective parties below on this ~~20st day of June 2023~~ **DATE** at Niceville, Okaloosa County, Florida, is made to be effective the ~~1st day of July 2023~~ **DATE**.

Signature Page Follows

DRAFT

CHAIR OF THE BOARD,
THE DISTRICT BOARD OF TRUSTEES OF
NORTHWEST FLORIDA STATE COLLEGE

SIGNATURE

DATE

PRESIDENT,
NORTHWEST FLORIDA STATE COLLEGE

SIGNATURE

DATE

DRAFT