

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

This Agreement (hereinafter referred to as the “AGREEMENT”) made and entered into this 19<sup>th</sup> day of February 2019, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the “BOARD”) and CURTIS TODD BOWDEN of Sarasota County, Florida, (hereinafter referred to as “BOWDEN”) 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 19<sup>th</sup> day of February 2019, has the duly vested authority to employ and does hereby employ BOWDEN, as its Superintendent of Schools, pursuant to Section 1001.50, Florida Statutes beginning on February 20, 2019 and ending on June 30, 2023.

1.2 The BOARD and BOWDEN mutually agree that during the aforesaid term of the AGREEMENT, BOWDEN shall perform the duties of Superintendent in and for the public schools of Sarasota 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. JOB RESPONSIBILITIES**

2.1 BOWDEN’S 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. BOWDEN shall be delegated all powers and duties necessary for 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. BOWDEN 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 assigned or required by Board policies and Florida and Federal laws.

### 3. **EVALUATION AND MEDICAL EXAMINATION**

3.1 By October 1<sup>st</sup> of each year, the BOARD, by a motion duly adopted, must rate the performance of BOWDEN as “Unsatisfactory,” “Developing/Needs Improvement,” “Effective,” or “Highly Effective.”

3.2 BOWDEN’S annual evaluation shall be based on a periodic review of the BOARD’S priorities and goals. The BOARD shall adopt a written evaluation instrument which each Board Member shall use to evaluate BOWDEN. The BOARD shall consult with BOWDEN about the criteria and the evaluation instrument but will retain the absolute discretion to establish both. Prior to the vote described in paragraph 3.1 above, the Board Members shall meet individually with BOWDEN to share their perspectives on the evaluation.

3.3 By February 1<sup>st</sup> of each year, Board Members shall meet individually with BOWDEN to share their perspectives on his performance. This mid-year evaluation shall be informal and does not require utilization of the evaluation tool employed in the annual evaluation.

3.4 It shall be the sole responsibility of BOWDEN to advise the BOARD of the appropriate timelines and to schedule the required meetings to complete the annual and mid-year evaluation process in a timely manner.

3.5 BOWDEN shall have a comprehensive medical exam by a Florida licensed medical doctor no later than July 1, 2019 and in each successive year under the terms of the AGREEMENT. The cost of each annual medical examination shall be borne and paid for by the BOARD. BOWDEN shall obtain a confirmation that the annual examination has been performed from the medical doctor and physician and stating whether BOWDEN is physically fit to perform the responsibilities and duties of Superintendent. Such confirmation shall be provided by BOWDEN to the General Counsel, on behalf of the School Board, within 45 days of the date of the examination and shall be placed in BOWDEN’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 BOWDEN 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 2020 Fiscal Year, which commences on July 1, 2019 and concludes on June 30, 2020, the base salary shall be Two Hundred Seven Thousand Dollars (\$207,000).
- For the 2021 Fiscal Year, which commences on July 1, 2020 and concludes on June 30, 2021, the base salary shall be Two Hundred Twelve Thousand Dollars (\$212,000).
- For the 2022 Fiscal Year, which commences on July 1, 2021 and concludes on June 30, 2022, the base salary shall be Two Hundred Seventeen Thousand Dollars (\$217,000).
- For the 2023 Fiscal Year, which commences on July 1, 2022 and concludes on June 30, 2023, the base salary shall be Two Hundred Twenty-Two Thousand Dollars (\$222,000).

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 2019 Fiscal Year shall be One Hundred Ninety-Seven Thousand Dollars (\$197,000) but BOWDEN shall only be paid on a pro-rata share of the annual salary for the period from February 20, 2019 through June 30, 2019. BOWDEN shall remain eligible for a performance bonus of up to Fifteen Thousand Dollars (\$15,000) for the 2019 Fiscal Year under terms previously agreed to between BOWDEN and the BOARD.

4.2 **SPECIAL QUALIFICATIONS SALARY.** In addition to the base salary provided in Section 4.1, BOWDEN shall receive an additional annual special qualification salary of Two Thousand Dollars (\$2,000) per year upon meeting the certification requirements established by the Florida Department of Education, as described in Section 1001.47 (4)(a), Florida Statutes. In order to remain qualified to receive the special qualification salary, BOWDEN shall be required to complete each year a course of continuing education as prescribed by the Florida Department of Education, as described in Section 1001.47 (4)(c), Florida Statutes.

4.2 **HEALTH INSURANCE BENEFIT.** In addition to other benefits under this AGREEMENT, the BOARD shall provide BOWDEN and his spouse/family health insurance as is provided to other Board employees. BOWDEN shall be eligible to continue purchasing health insurance from the board, at his own expense, in the same manner as all school board employees upon his retirement.

4.3 **LIFE INSURANCE.** In addition to other benefits under this AGREEMENT, the BOARD shall provide BOWDEN the Fifty Thousand Dollar (\$50,000) life insurance policy provided for all other employees of the board.

4.4 **DISABILITY INSURANCE.** In addition to other benefits under this AGREEMENT, the BOARD shall pay the premiums for an individual disability income policy insuring BOWDEN for an amount equal to Sixty Percent (60%) of the annual base salary earned by BOWDEN up to normal Social Security retirement age. Such disability insurance policy

shall be chosen by BOWDEN and shall be on the terms and from the carrier deemed acceptable to BOWDEN.

4.5 **ANNUITY.** In addition to other benefits under this AGREEMENT, the BOARD shall provide an annual contribution to a tax-sheltered annuity, chosen by BOWDEN, and in his 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<sup>st</sup> of each fiscal year commencing on July 1, 2019.

4.6 **AUTOMOBILE EXPENSES.** In order to assist and enhance BOWDEN'S ability to perform his duties and responsibilities, the BOARD shall provide BOWDEN, during his employment under this AGREEMENT, Six Hundred Fifty Dollars (\$650) per month for the use of a personal automobile and all insurance, maintenance, gas and other expenses related thereto. BOWDEN may elect to receive this in a single annual payment, or to have it included in his periodic compensation payments. BOWDEN 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.

4.7 **BUSINESS EXPENDITURES.** In order to assist and enhance BOWDEN'S ability to perform his job responsibility and to meet and/or exceed the performance objectives, BOWDEN shall receive Five Hundred Dollars (\$500) per month to compensate BOWDEN for the costs associated with the performance of his duties in the accomplishment of District business.

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

4.9 **PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES.** In support of the BOARD's educational interests, BOWDEN 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 BOWDEN in such organizations as he deems appropriate in performance of his duties. BOWDEN 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 BOWDEN'S memberships in or engagements with the following organizations:

- Florida Association of District School Superintendents
- Florida Association of School Administrators
- American Association of School Administrators

- Association for Supervision and Curriculum Development, and
- Such other professional or educational memberships as BOWDEN determines 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.

The BOARD shall also pay the entire cost of BOWDEN'S membership in any local civic organization designated by him.

**4.10 FLORIDA RETIREMENT SYSTEM.** BOWDEN 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 BOWDEN'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 or in the event Senior Management Service Class is no longer recognized as a class of employees by FRS. The BOARD shall pay BOWDEN'S required employee contribution to FRS.

## **5. LEAVE AND OTHER DAYS OF PAID NON-SERVICE**

**5.1 ANNUAL LEAVE.** BOWDEN shall earn twenty (20) days of annual paid leave each Contract Year. This leave shall accumulate up to 60 days, at a rate of no more than ten (10) days per year, any unused portion of less than or equal to 60 days will be payable on the last day of BOWDEN'S employment at a rate of 100% of the current base daily rate. Instead of accumulating the days, BOWDEN may request to be reimbursed for a maximum of 10 days per year in any contract year as long as the request is made prior to the end of the contract year.

**5.2 SICK LEAVE.** BOWDEN shall be entitled to receive sick leave to the same extent as the Board provides for other twelve-month administrative employees. The accumulation and reimbursement for accumulated sick leave shall be the same as other 12-month administrative employees.

**5.3 LEGAL HOLIDAYS.** BOWDEN shall be entitled to the same legal holidays as those provided to other 12-month administrative employees.

**5.4** All benefits previously accrued by BOWDEN while serving as an employee of BOARD shall remain unchanged.

6. **ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES**

BOWDEN 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 BOWDEN'S duties. Any compensated consulting work undertaken by BOWDEN must be performed using BOWDEN'S annual leave time, personal leave time, holidays or other non-duty time. BOWDEN shall disclose to the 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 BOWDEN'S performance of district responsibilities.

7. **BOARD/SUPERINTENDENT RELATIONS**

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

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

7.3 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 BOWDEN or any Sarasota County Schools staff member regarding the management of the District or the solution of specific problems.

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

7.5 The BOARD and BOWDEN 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 WITHOUT CAUSE.** BOARD may remove BOWDEN from the position of Superintendent at any time during the AGREEMENT without any reason, upon an affirmative vote of a super-majority (defined as 4 out of 5) 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 BOWDEN, upon an affirmative vote of a super-majority of the BOARD'S members. BOWDEN expressly waives any right he might otherwise have to object to the reasons for his termination, prior notice and/or a hearing in connection with the termination of his employment, except as expressly provided in this AGREEMENT.

8.2 **SEVERANCE COMPENSATION.** In the event that BOWDEN is terminated without cause by the BOARD pursuant to Section 8.1, BOARD agrees to pay BOWDEN a lump sum equivalent to BOWDEN'S salary and benefits for 20 weeks at the rate then in effect or the maximum allowed by Section 215.425, Florida Statutes, whichever is less. BOARD shall also pay BOWDEN 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 BOWDEN pursuant to this provision shall be considered liquidated damages.

8.3 **TERMINATION FOR CAUSE.** Upon an affirmative vote of a super-majority (defined as 4 out of 5) of the BOARD'S members, BOWDEN may be dismissed for cause from his employment for conduct which is seriously prejudicial to the BOARD or the School District including, without limitation, willful neglect of duty; material breach of AGREEMENT; violation of 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 BOWDEN shall be entitled to such due process rights as provided by state law and BOARD policy. If this AGREEMENT is terminated for cause, BOWDEN'S term of office shall immediately cease. If terminated for cause, BOWDEN shall be ineligible for any other compensation or benefits. However, BOWDEN is entitled, upon termination for cause, to payment for any earned, accrued, and unused leave.

8.4 **NOTICE.** Prior to the BOARD taking any vote to reprimand BOWDEN, suspend him without pay, or to terminate his employment (any of which actions which must be taken by the affirmative vote of a super-majority (defined as 4 out of 5) of the BOARD's members), BOWDEN shall receive at least thirty (30) days' notice. This notice shall be in the form of a vote at a BOARD meeting informing BOWDEN that such action will be considered at a future meeting. This notice requirement does not apply to a suspension with pay, however a suspension with pay also may only be taken upon the affirmative vote of a super-majority (defined as 4 out of 5) of the BOARD's members.

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

8.6 **INCAPACITY.** In the event that BOWDEN 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 BOWDEN 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 super-majority (defined as 4 out of 5) 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 8.2 hereof. In the event of termination due to disability, BOWDEN shall continue to receive the salary and benefits provided in this AGREEMENT for a period of ninety (90) days from the date BOWDEN is terminated. BOARD'S decision and determination as to the disability of BOWDEN shall be final and shall be based upon the opinion of a licensed medical physician. BOWDEN 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.

8.7 **RESIGNATION.** If BOWDEN should at any time elect to resign his position as Superintendent, he agrees to provide the BOARD not less than thirty (30) days prior written notice of such resignation. After thirty (30) 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 30<sup>th</sup> 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 BOWDEN 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 BOWDEN under this AGREEMENT shall be prorated as of the effective date of the resignation. BOWDEN shall be entitled to any earned, accrued, and unused leave.

8.8 **BENEFITS UPON RETIREMENT OR DEATH.** This AGREEMENT shall be terminated upon the retirement or death of BOWDEN. If termination is as a result of death, BOWDEN'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 BOWDEN participated and any salary, reimbursement, 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 BOWDEN'S retirement, BOWDEN shall be entitled to any salary, reimbursements, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of retirement.



8.9 **MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of BOWDEN and the BOARD in writing upon mutually agreed upon terms and conditions. If termination is by mutual agreement, BOWDEN shall be entitled to any salary, reimbursements, 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 8.2 herein unless expressly agreed to by the Parties at the time of the mutual separation.

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 Sarasota County, Florida and shall be payable and performable in Sarasota 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.** In accordance with Section 1012.26, Florida Statutes, the BOARD agrees that it shall indemnify, defend and hold harmless 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 employment of BOWDEN, or as a result of his serving as Superintendent, except to the extent arising out of or based on gross negligence or willful misconduct as Superintendent. BOWDEN 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.

9.5 **NON-DISCRIMINATION.** The parties shall not discriminate against any employee or participant in the participation 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.

9.6 **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.

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

9.8 **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.

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

9.10 **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 part'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 deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.

9.11 **GOVERNING LAW.** The AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive jurisdiction for any cause of action arising out of or related to this AGREEMENT shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County. 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.

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 lawsuit, 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.** 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.

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 **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.

9.17 **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:                      School Board of Sarasota County  
   Attention: School Board Chair  
   1960 Landings Blvd.  
   Sarasota, Florida 34231

With a copy to:                Arthur S. Hardy, General Counsel  
   Matthews Eastmore  
   1626 Ringling Blvd., Suite 300  
   Sarasota, Florida 34236

To BOWDEN:                    Todd Bowden, Superintendent  
   1960 Landings Blvd.  
   Sarasota, Florida 34231

**10. SIGNATURES**

Dated: \_\_\_\_\_

SUPERINTENDENT

\_\_\_\_\_  
By: Dr. C. Todd Bowden

Dated: \_\_\_\_\_

THE SCHOOL BOARD OF SARASOTA COUNTY,  
FLORIDA

\_\_\_\_\_  
By: Jane Goodwin, Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Affirmed and subscribed before me this \_\_\_\_\_ day of February, 2019, by  
Dr. C. Todd Bowden and Jane Goodwin.

(Notary Seal)

\_\_\_\_\_  
By:  
Notary Public State of Florida

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_