

**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 \_\_\_\_\_ day of \_\_\_\_\_ 2023, 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 Terrence Connor, (hereinafter referred to as “CONNOR”) (individually each a “Party” and collectively the “Parties”), specifically provides as follows:

**1. TERM OF THE AGREEMENT**

**1.1** That the BOARD has the duly vested authority to employ and does hereby employ CONNOR, as its appointed Superintendent of Schools (“Superintendent”), pursuant to Section 1001.50, Florida Statutes, a term of employment beginning on July 17, 2023 and ending on June 30, 2026 (the “Term”). The Parties agree to discuss an extension of this AGREEMENT prior to July 1, 2025. In the event the Parties decide not to extend this AGREEMENT, the AGREEMENT shall expire at the conclusion of the Term with nothing owed by either Party to the other Party thereafter that is not expressly provided for herein.

**1.2** The BOARD and CONNOR mutually agree that during the aforesaid term of this AGREEMENT, CONNOR shall perform the duties of Superintendent in and for the public schools of Sarasota County, Florida (“District”), in good faith, diligently, and as prescribed by and at all times consistent with 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** CONNOR’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 and wholly consistent with School Board policy and Florida law and in strict accordance with applicable Florida ethical standards. CONNOR shall be delegated all powers and duties necessary to the efficient management and administration of the District to the full extent permitted by law and consistent with BOARD policy, 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 specifically for superintendents in Chapter 1001, Florida Statutes. CONNOR shall also be responsible for providing internal and external monitoring data and reports as required by Board policies and Florida and Federal laws and rules.

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

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

**2.1.4** Respect the statutory authority of the BOARD and its members in the performance of the BOARD's statutory obligations.

### **3. EVALUATION**

**3.1** At a noticed BOARD workshop to be held no later than October 17, 2023 and in each subsequent calendar year in October during the Term thereafter, the BOARD and CONNOR shall discuss the goals and measurable metrics for which CONNOR will be measured by for bonus purposes during the next 12-month period thereafter. If CONNOR accomplishes the goals and measurable metrics established by the BOARD, CONNOR will be entitled to earn an incentive bonus as contemplated in Section 5.1 of this AGREEMENT. The amount of incentive bonus CONNOR shall be entitled to receive upon accomplishing such goals and measurable metrics shall be determined at said October workshop. If the BOARD and CONNOR cannot agree on goals and measurable metrics, the BOARD shall retain the exclusive discretion to determine the goals and measurable metrics that CONNOR must accomplish and the amount of and manner in which any incentive bonus is earned by CONNOR. No formal determination of accomplishment of goals and measurable metrics by the BOARD shall occur in October 2023. By October 31 of each year of the Term thereafter, the BOARD shall determine whether CONNOR accomplished the goals and measurable metrics agreed to during the month of October of the prior year. By September 1, 2024 and by each September 1 during this AGREEMENT thereafter, CONNOR shall provide a self-appraisal to the BOARD that addresses the accomplishment by CONNOR of the mutually agreed to goals and measurable metrics for that prior year and the BOARD shall take this into consideration along with all other relevant factors when determining whether the goals and measurable metrics have been accomplished. A written document consisting solely of a determination of whether CONNOR accomplished the goals and measurable metrics will be completed by the BOARD Chair or the Chair's designee. A copy of the written determination shall be made available to the public no later than November 1, 2024 and each November of the subsequent calendar year thereafter.

**3.2** No later than October 17, 2023 and each October thereafter, the BOARD and CONNOR shall meet to discuss the evaluation instrument to be used to evaluate CONNOR. No later than October 30, 2024 and no later than each October 30 thereafter, using the agreed-upon evaluation instrument, the BOARD shall evaluate CONNOR based on CONNOR carrying out his responsibilities pursuant to Section 2 of this Agreement.

No later than September 1, 2024 and each subsequent September 1 of this AGREEMENT, using the agreed-upon evaluation instrument, CONNOR shall provide the BOARD a self-appraisal of his progress in carrying out his responsibilities pursuant to Section 2 of this AGREEMENT and the BOARD shall take this self-appraisal into consideration in conducting CONNOR's evaluation. No later than October 1, 2024 and each October 1 thereafter each Board member shall complete the agreed-upon evaluation instrument and shall meet individually with CONNOR to review his or her evaluation of CONNOR. The Board Chair or designee shall complete the BOARD's evaluation of CONNOR using the agreed-upon evaluation instrument based on each individual Board member's evaluation of CONNOR and CONNOR's self-appraisal. The BOARD shall make publicly available the BOARD's evaluation no later than November 1, 2024 and each subsequent November 1 of this AGREEMENT.

#### 4. **COMPENSATION**

**4.1 BASE SALARY.** CONNOR's annual base salary shall be **two hundred forty-five thousand dollars (\$245,000.00)**. All payments shall be in equal installments, in the same manner as, and at the same intervals as the District's other administrative personnel are paid with the District's normal payroll practices.

**4.2 TAX DEFERRED COMPENSATION.** The BOARD shall contribute to a tax deferred plan of CONNOR's choosing fifteen thousand dollars (\$15,000.00) per year. CONNOR shall chose such a plan that the District can reasonably implement for the purpose of making such contributions. Such contributions shall be made in accordance with the chosen plan's terms and within the District's normal payroll practices.

**4.3 INSURANCE BENEFITS.** In addition to other benefits under this AGREEMENT, the BOARD shall provide to CONNOR, during the entire term of this AGREEMENT, health, dental, vision, disability, and other flexible benefits for CONNOR, as provided generally to 12-month administrative employees of the District from time-to-time in the same manner as it provides such benefits to those administrative employees. The BOARD shall also provide to CONNOR in the same manner as other administrative employees, during the entire term of this AGREEMENT, such other benefits as are provided by the BOARD to its other administrative employees. The BOARD shall pay to CONNOR one thousand dollars (\$1,000) per month as a supplement toward the cost of health, dental, and family insurance coverage incurred by CONNOR based on his selection of one of the health, dental, and vision insurance plans offered by the District to its employees for family health, dental, and vision insurance coverage.

**4.4 LIFE INSURANCE.** The BOARD shall provide term life insurance coverage at its sole expense for CONNOR in the amount of Fifty Thousand Dollars (\$50,000.00).

**4.5 AUTOMOBILE EXPENSES.** In order to assist and enhance CONNOR's ability to perform his duties and responsibilities, the BOARD shall provide CONNOR, during

**Commented [1]:** CONNOR seeks to add:

PAY INCREASES. For the fiscal year commencing July 1, 2024, CONNOR shall receive a pay increase equal to the increase of cabinet level District Administrators. Said increase shall be made retroactive to July 1 of the fiscal year in which the bargaining process is commenced and shall be calculated in accordance with past practices.

**Commented [2]:** CONNOR seeks to raise the base salary to \$255,000.00 with the understanding that the potential to earn a maximum bonus of \$30,000.00 will be reduced to a maximum of \$20,000.00.

his employment under this AGREEMENT, Seven Hundred Dollars (\$700.00) per month for the use of a personal automobile and insurance, maintenance, gas and other related expenses. The BOARD requires CONNOR to maintain an automobile for employment purposes.

**4.6 PROVISION OF TECHNOLOGY.** The BOARD shall provide to CONNOR employer-issued technology to include a cellular phone, tablet, laptop, and office desktop so that CONNOR can perform his duties as Superintendent. CONNOR agrees to use such issued technology primarily for work-related purposes. Upon termination or expiration of this AGREEMENT, CONNOR shall promptly return to the BOARD all such issued technology. CONNOR acknowledges that he possesses no expectation of privacy in such technology and agrees to promptly produce any records or information contained therein upon request...

**4.7 REIMBURSEABLE EXPENSES.** Except as otherwise provided in this AGREEMENT and to the extent permitted by law, the District shall pay or reimburse CONNOR for reimbursable expenses incurred by CONNOR in the continuing performance of CONNOR's duties under this AGREEMENT. CONNOR shall submit expenses for reimbursement within the District's normal reimbursement policies and procedures.

**4.8 PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES.** In support of the BOARD's educational interests, CONNOR shall attend and participate in approved 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 CONNOR in such approved organizations related to the performance of his duties. CONNOR may hold offices or accept responsibilities in these professional or educational organizations, upon BOARD approval and provided that such responsibilities do not interfere with the performance of his duties as Superintendent. CONNOR shall submit to the Board as an agenda item at a noticed meeting a list of any organizations that he seeks a leadership position or to hold office in or for which he is paid compensation by or seeks reimbursement for membership or expenses. Upon BOARD approval, the BOARD shall pay the entire cost of CONNOR's memberships in or engagements with such organizations. The cost of such professional and educational memberships shall be paid by the BOARD only to the extent permitted by law and upon proper submittal of invoices for reimbursement or payment of such fees and dues.

**4.9 FLORIDA RETIREMENT SYSTEM.** CONNOR 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 CONNOR 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.

**4.10 REIMBURSEMENT FOR MOVING EXPENSES.** Upon full execution and approval of this AGREEMENT, the BOARD agrees to reimburse CONNOR for his moving costs actually incurred in his move to Sarasota County up to fifteen thousand dollars (\$15,000.00). CONNOR shall present receipts to the District that reflect the moving costs actually incurred by CONNOR in order to obtain reimbursement.

**5. ADDITIONAL PERFORMANCE INCENTIVE**

In addition to the base salary and benefits provided for in Section 4 of this AGREEMENT, CONNOR shall be eligible for the following performance incentive:

**5.1 EVALUATION PERFORMANCE INCENTIVE BONUS.** CONNOR shall be eligible for a performance incentive component to his compensation payable as a lump sum bonus that shall be based on an amount agreed to by the BOARD that does not exceed **thirty thousand dollars (\$30,000.00)** annually that is earned by CONNOR based on accomplishment of the goals and measurable metrics outlined for CONNOR by the BOARD during the month of October of each year of the Term, as described in Section 3.1, above.

**Commented [3]:** CONNOR seeks to raise the base salary to \$255,000.00 with the understanding that the potential to earn a maximum bonus of \$30,000.00 will be reduced to a maximum of \$20,000.00.

Any earned performance incentive bonus, unless otherwise agreed to by the Parties, shall be due and payable within thirty (30) days of the date of delivery of the final written determination to CONNOR by the BOARD pursuant to the provisions in Section 3.1. Said incentive compensation bonus shall not be considered as part of CONNOR's annual base salary.

**6. LEAVE AND OTHER DAYS OF NON-SERVICE**

**6.1 VACATION LEAVE.** CONNOR shall accrue annual leave at the rate of two (2) days per month. CONNOR may accumulate unused annual leave and carry same over to the following fiscal year pursuant to District policies and procedures.

**6.2 SICK LEAVE.** CONNOR shall accrue sick leave as provided by Florida law and District policies and procedures, which presently accrues at one (1) day per month. CONNOR may accumulate unused sick leave and carry over same to the following fiscal year pursuant to District policies and procedures.

**6.3 PERSONAL LEAVE.** CONNOR shall accrue personal leave at the rate of five (5) days per year. Such personal days for the first year of the AGREEMENT shall accrue upon full execution of this AGREEMENT. Thereafter such personal days shall accrue on July 1 of each successive year of the AGREEMENT. Such personal days shall not carry over from year to year and if not used prior to June 30 of a particular year shall be forfeited. CONNOR shall not be entitled to cash out personal leave.

**6.4 LEGAL HOLIDAYS.** CONNOR shall be entitled to the same paid legal holidays as those provided to the 12-month administrative employees of the District.

**6.5 UNPAID DAYS.** CONNOR shall be subject to designated unpaid days in the same manner as other 12-month administrative employees of the District. CONNOR shall be paid in the same manner as other 12-month administrative employees of the District for such designated unpaid days.

**7. ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES**

**7.1** CONNOR 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 CONNOR' duties. Any compensated consulting work undertaken by CONNOR must be performed using CONNOR's annual leave time, personal leave time, holidays, or other non-duty time. CONNOR shall disclose to the BOARD, in writing, any work he will perform in advance of performing same and obtain pre-approval of the BOARD at a noticed meeting.

**8. BOARD/SUPERINTENDENT RELATIONS**

**8.1** No later than August 30, 2023, the BOARD and CONNOR shall discuss the processes and procedures on how to communicate and work together and reduce the product of this discussion to writing. The Board and CONNOR shall annually review these processes and procedures in August of that calendar year to determine if any revisions are necessary.

**8.2** Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by the BOARD to CONNOR consistent with BOARD policy and as permitted by law.

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

**9. TERMINATION AND NON-RENEWAL**

**9.1 TERMINATION WITHOUT CAUSE.** The BOARD may remove CONNOR from the position of Superintendent at any time during this AGREEMENT without cause, upon an affirmative vote of a majority of the BOARD's members. Nothing in this AGREEMENT shall prevent the BOARD from exercising its discretion to terminate this AGREEMENT and the services, duties, and obligations of CONNOR, upon an affirmative vote of a majority of the BOARD's members. CONNOR expressly waives any right he might otherwise have to object to the reasons for his termination or removal, prior notice and/or a hearing in connection with the termination of his employment,

except as expressly provided in this AGREEMENT. If this AGREEMENT is terminated without cause or CONNOR is otherwise removed as Superintendent, CONNOR's term of office as Superintendent shall immediately cease and he shall automatically relinquish all statutory duties imposed by virtue of being Superintendent pursuant to Florida law.

**9.2 SEVERANCE COMPENSATION.** The BOARD may terminate this AGREEMENT without cause pursuant to Section 9.1 until December 31, 2023 without paying the severance described in this Section 9.2. Beginning January 1, 2024 until December 31, 2024, in the event this AGREEMENT is terminated without cause by the BOARD pursuant to Section 9.1, the BOARD agrees to pay CONNOR a sum equivalent to no less than six (6) weeks and no more than ten (10) weeks of his then annual base salary as severance. Beginning January 1, 2025, in the event this AGREEMENT is terminated without cause by the BOARD pursuant to Section 9.1, the BOARD agrees to pay CONNOR a sum equivalent to no less than ten (10) weeks and no more than twenty (20) weeks of his then annual base salary as severance. In the event the BOARD terminates this AGREEMENT without cause and CONNOR is entitled to severance, the amount of severance owed by the BOARD to CONNOR shall be determined by the BOARD at the time the AGREEMENT is terminated without cause. CONNOR shall only be entitled to receive the severance compensation outlined herein if he first delivers to the BOARD a release of liability that is acceptable to and approved by the BOARD at a noticed BOARD meeting. Such severance shall only be paid following expiration of any timeframes contained in said release of liability without said release being revoked by CONNOR and said release being approved by the BOARD. In the event CONNOR does not satisfy the conditions outlined herein regarding release of liability, CONNOR's termination without cause shall stand but CONNOR shall not receive the severance outlined herein. In addition to any such severance compensation, the BOARD shall also pay CONNOR any payments for accrued leave in the manner consistent with other 12-month administrative employees. All compensation paid by the BOARD to CONNOR pursuant to this provision shall be considered liquidated damages.

**9.3 TERMINATION FOR CAUSE.** CONNOR may be dismissed for cause from his employment for any conduct considered prejudicial to the BOARD or the District including, without limitation, willful neglect of duty; material breach of this AGREEMENT; violation of the Code of Ethics prescribed by Chapter 112, Florida Statutes (as amended); conduct precluded by Fla. Admin. Code Rule 6A-5.056 titled "Criteria for Suspension and Dismissal"; conduct precluded by Fla. Admin. Code R. 6A-10.081 titled "The Principles of Professional Conduct for the Education Profession in Florida"; any arrest for, entry of a plea of guilty or no contest regardless of adjudication to, or entry of a pre-trial diversion program for any felony or misdemeanor; or for "just cause" as determined by Section 1012.33, Florida Statutes (as amended). If this AGREEMENT is terminated for cause, CONNOR's term of office shall immediately cease and he shall automatically relinquish all statutory duties imposed by virtue of being superintendent pursuant to Florida law. If terminated for cause, CONNOR shall be ineligible for any other compensation or benefits. However, CONNOR is entitled, upon termination for cause, to payment for any earned, accrued and unused leave in the same

**Commented [4]:** Instead of the highlighted language, CONNOR seeks:  
  
SEVERANCE COMPENSATION. In the event the BOARD exercises its discretion to terminate CONNOR's employment without cause pursuant to Section 9.1 above, the BOARD agrees to pay CONNOR a lump sum equivalent to CONNOR's Base Salary and benefits for twenty (20) weeks at the rate then in effect or the maximum allowed by Section 215.425, Florida Statutes, whichever is less. CONNOR will also be entitled to receive payment for any accrued vacation leave, annual leave and sick leave to which he is due as of the date of his termination. CONNOR agrees that the payments described in this Section shall be the only compensation to which he is entitled as a result of his employment being terminated without cause.

**Commented [5]:** CONNOR seeks mutual release where CONNOR releases the BOARD and the BOARD releases CONNOR.

manner as other 12-month administrative employees consistent with District policies and procedures.

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

**9.5 INCAPACITY.** In the event that CONNOR becomes unable to perform any or all of his duties, with or without reasonable accommodations, under this AGREEMENT due to illness, accident or other cause beyond his control and if said inability continues for a total 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 CONNOR under this AGREEMENT. If such disability continues for more than ninety (90) consecutive days, the BOARD may, in its sole discretion and upon an affirmative vote of a majority of the BOARD's members, terminate this AGREEMENT whereupon the respective duties, rights and obligations of the Parties hereto shall terminate including any obligations for severance pay contained in Section 9.2 hereof. The BOARD's decision and determination as to the disability of CONNOR shall be final and shall be based upon the opinion of a licensed medical physician. CONNOR 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. Any medical examination or report thereof shall be treated as confidential to the extent permitted by state and federal law. If this AGREEMENT is terminated in conformance with this Section 9.5, CONNOR's term of office shall immediately cease and he shall automatically relinquish all statutory duties imposed by virtue of being superintendent pursuant to Florida law.

**9.6 RESIGNATION.** If CONNOR should at any time elect to resign his position as Superintendent, he agrees to provide the BOARD not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to the BOARD, in accordance with the notice provisions of this AGREEMENT, this AGREEMENT and all rights and obligations created hereunder, shall terminate unless the BOARD elects to terminate the AGREEMENT earlier or unless the Parties mutually agree to a different date of resignation. Absent such mutual agreement or a vote by the BOARD to terminate this AGREEMENT earlier, such written resignation shall become effective on the 90th day after its delivery to the BOARD and shall become final. Without regard to whether it was accepted or not by the BOARD, such written resignation may not be withdrawn or revoked by CONNOR 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 CONNOR under this AGREEMENT shall be prorated as of the effective date of the resignation. CONNOR shall be entitled to any earned, accrued and unused leave in conformance with District policies and protocols. CONNOR shall also be entitled to payment for any performance incentives earned through the date notice of the resignation was served to the BOARD. If this AGREEMENT is terminated based on



CONNOR's resignation, CONNOR's term of office shall cease on his last day as superintendent and he shall automatically relinquish all statutory duties imposed by virtue of being superintendent pursuant to Florida law at that time.

**9.7 BENEFITS UPON RETIREMENT OR DEATH.** This AGREEMENT shall be terminated upon the retirement or death of CONNOR. If termination is as a result of death, CONNOR'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 CONNOR participated and any salary, reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of death. If termination is the result of CONNOR's retirement, CONNOR shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of retirement. Upon termination of this Agreement for any reason, resignation, or any other separation of CONNOR's employment, CONNOR's final compensation shall be calculated in the same manner as other 12-month administrators within the District's normal payroll protocols.

**9.8 MUTUAL AGREEMENT.** This AGREEMENT may be terminated by mutual agreement of CONNOR and the BOARD in writing upon mutually agreed terms and conditions. If termination is by mutual agreement, CONNOR shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the termination date. Termination under this provision does not require BOARD payment of any or all of the severance pay to be paid by the BOARD pursuant to Section 9.2 herein unless expressly agreed to by the Parties at the time of the mutual separation. If this AGREEMENT is terminated based on mutual agreement, CONNOR's term of office shall cease on his last day as superintendent and he shall automatically relinquish all statutory duties imposed by virtue of being superintendent pursuant to Florida law at that time.

## **10. GENERAL CONDITIONS**

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

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

**10.3 NON-EMPLOYMENT OF FAMILY MEMBERS.** CONNOR agrees not to hire, employ, obtain services from, or otherwise engage for work or services any spouse, child, or other known relative as an employee, independent contractor, or otherwise of the District or BOARD, regardless of whether compensation is paid. Nothing herein shall restrict the District or BOARD from selecting, purchasing, or otherwise acquiring

instructional or other materials from an entity for which a spouse, child, or known relative of CONNOR is employed or affiliated so long as said selection, purchase, or acquisition is made as part of a lawful, transparent, good faith, and competitive procurement process that is consistent with District, BOARD, and State protocols, policies, and procedures.

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

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

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

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

**10.8 AMENDMENTS.** Any amendment, modifications, or variations from the terms of this AGREEMENT shall be in writing, shall be effected only upon approval of such amendment, modification, or variation by the BOARD and CONNOR, and shall not operate as an automatic termination of this AGREEMENT unless intended to do so.

**10.9 AGREEMENT PREPARATION.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this AGREEMENT has been their joint effort. This AGREEMENT contains the Parties' mutual expressions and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

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

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

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

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

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

**10.15 MEDIATION.** The Parties agree that in the event they cannot resolve a dispute regarding performance or non-performance of the terms of this Agreement, 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.

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

**10.17 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, pandemic or other public health emergency, 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”).

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

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

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

**10.21 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 or email, 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:                   Sarasota County School Board Chair  
Sarasota County Schools  
1960 Landings Blvd,  
Sarasota, FL, 34231

With a Copy to:           Patrick Duggan, Esq.  
Shumaker, Loop & Kendrick, LLP  
240 S. Pineapple Ave, 9<sup>th</sup> Floor  
Sarasota, FL, 34236

To CONNOR:               Terrence Connor, Superintendent of Schools  
Sarasota County Schools  
1960 Landings Blvd.  
Sarasota, FL, 34231

**SIGNATURES**

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

\_\_\_\_\_  
By: TERRENCE CONNOR

Dated: \_\_\_\_\_ THE SCHOOL BOARD OF SARASOTA COUNTY,  
FLORIDA

\_\_\_\_\_  
By: Bridget Ziegler, Board Chair

STATE OF FLORIDA  
COUNTY OF SARASOTA

Affirmed and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by  
TERRENCE CONNOR and Bridget Ziegler on behalf of the BOARD.

(NOTARY SEAL)

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

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