AGENDA
The District Board of Trustees - State College of Florida,
Manatee – Sarasota,
Special Meeting, March 18, 2013, 5:30 pm
SCF Lakewood Ranch

1. Call to Order and Pledge of Allegiance – Chairman Beruff
2. President’s Contract
3. Board Comments & Adjournment
CONTRACT OF EMPLOYMENT

BETWEEN

DISTRICT BOARD OF TRUSTEES OF
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

AND

DR. CAROL PROBSTFELD

THIS CONTRACT ("Contract" or "Agreement") is entered into between the DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, (hereinafter called the "Board" or "College"), and DR. CAROL PROBSTFELD, (hereinafter "Probstfeld" or the "President").

IN CONSIDERATION of the mutual agreements, covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **Term of Employment.** The Board agrees to employ Probstfeld and Probstfeld agrees to accept and perform the position of President at State College of Florida, Manatee-Sarasota (the "College") for the term from March 18, 2013 through March 18, 2015 (the "Term"). Pursuant to F.A.C. § 6A-14.041(3) neither Probstfeld nor the Board owes any further contractual obligation beyond the terms of the Contract.

2. **Effect on Prior Contract of Employment.** Except for any provisions specifically adopted and incorporated herein, this contract fully supersedes the Contract of Employment between the Board and Probstfeld dated July 1, 2012 (the "Prior Contract"). As of the Effective Date, the Prior Contract is deemed satisfied and is null and void.

3. **Duties.** Probstfeld shall be vested with and exercise the authority, power and duties provided in Florida Statutes § 1001.65 and F.A.C. § 6A-14.0261, or as authorized by the Board, and, within Probstfeld's reasonable discretion, activities necessary to advance the interests of the College. Specifically, Probstfeld agrees to devote her full working time and attention to the duties and responsibilities assigned to her by the Board, including but not limited to the administration and implementation of policies, procedures and directives related to the continuing establishment, operations, maintenance and improvement of the College.

4. **Compensation and Benefits.** The Board shall pay Probstfeld for services rendered as follows:

   a. **Insurance, Leave, and Other Compensation and Benefits.** Probstfeld is eligible for Senior Management Class benefits as defined in College rules and procedures. Probstfeld shall be entitled to participate in the insurance, sick leave, and other employee benefit programs to the same extent, and in the same manner, as all employees of the College, except as otherwise provided herein and subject to the laws and regulations of the State of Florida and policies adopted by the Board. The College shall pay the premium amounts for Probstfeld and Probstfeld’s eligible dependents’ (a) health care insurance; (b) dental insurance; (c) vision care insurance; and (d) such other health or life insurance as are provided to the employees of the College during the Term.

      i. **Leave Benefits.** Probstfeld shall be provided with paid vacation leave and paid sick leave each calendar year in accordance with Board policies and state laws. Further, Probstfeld is entitled to any other form of leave available or mandated by federal or state law, including but not limited to the Family and Medical Leave Act. Upon termination of employment, payment will be made to Probstfeld for accrued vacation leave and accrued sick leave in accordance with and in compliance with Board policies and state laws.
ii. **Professional Leave.** Probstfeld is encouraged to take non-cumulative, professional leave with pay to attend the Harvard Graduate School of Education Seminar for New Presidents. This leave shall not accrue for payment upon termination.

iii. **Retirement.**

(a) **Regular Retirement Benefit:** The President shall be provided with the retirement benefits for community college presidents pursuant to s. 121.055, Florida Statutes, provided, however, the contribution by the College to such retirement benefits shall not exceed THIRTY THOUSAND and no/00 DOLLARS ($30,000.00) annually. The President shall also be entitled to any other retirement benefits available to all College employees.

(b) **“Retirement Account” Contribution by College:** The College shall also pay into a Tax Sheltered Annuity plan, as selected by Probstfeld, an additional sum of money to be determined within the parameters outlined in this paragraph but at no time shall any such annual College contribution exceed TWENTY FIVE THOUSAND and no/00 DOLLARS ($25,000.00). The Tax Sheltered Annuity plan selected by Probstfeld shall be established and qualified under the provisions of §457(b) or §403(b) of the Internal Revenue Code (the “Retirement Account”).

In order to be entitled to any College contribution to the Retirement Account, Probstfeld must meet mutually agreed upon performance goals and targets, which shall set forth in Exhibit A hereto. Each goal or target shall be assigned a percentage or weight of the overall performance to be measured. The performance goals and targets, and corresponding percentages, shall be reviewed annually. These performance goals and targets, as may be amended or modified by mutual agreement of the parties, shall be reflected in Exhibit A, or in an amended Exhibit A hereto.

Whether or not the President has achieved the goals and targets shall be determined at the sole discretion of the Board. The College’s contribution to Probstfeld’s Retirement Account under this provision shall be up to, but may not exceed the amount contributed by Probstfeld to the Retirement Account during the contract year (the “President’s Contribution”). The College’s contribution to the Retirement Account shall be determined as an amount equal to the President’s Contribution multiplied by the total percentage of the mutually agreed-upon goals and targets deemed by the Board to have been achieved by Probstfeld. The Board shall have the discretion to, but is not required to, award partial payment based on substantial achievement of goals.

iv. **Annual Executive Physical Examination.** Probstfeld shall be reimbursed annually for an executive level examination at a local medical institution of her choice.

v. **Automobile Provision.** During the Initial Contract Year, the Board and Probstfeld agree that Probstfeld shall be provided the 2008 Lexus RX 400 currently owned by the College for her professional and personal use and the College shall pay all costs of operation thereof, including gasoline, repairs, and insurance; provided, however, that Probstfeld shall limit operation of the automobile for non-college purposes to not more than 15,000 miles annually, and any personal use thereof shall be reported as additional
compensation to Probstfeld, as required under applicable provisions of the Internal Revenue Code and regulations adopted thereunder. At the end of the Initial Contract Year, the Board and Probstfeld shall assess the condition of the Lexus, and, upon agreement, the Board may continue providing the Lexus, or, the Board shall pay to Probstfeld a monthly automobile allowance of $_________ Dollars to be paid in equal installments according to the College’s regular payroll schedule during the contract year. The Board further authorizes and grants permission to Probstfeld to allow operation of the automobile by any official, trustee or employee of the College while acting in the scope of such person’s employment or operation of the College, and by Probstfeld’s spouse for personal use under the same limitation applicable to Probstfeld.

All in-district travel within Manatee and Sarasota counties, as well as all travel to and from Probstfeld's home in Pinellas County, Florida, shall be deemed travel for the business of College for which no supporting documentation need be furnished. For out-of-district travel other than travel to and from Probstfeld's home in Pinellas County, Florida, Probstfeld shall designate whether such travel is for personal or professional purposes; appropriate supporting documentation shall be submitted for all professional out-of-district travel except as specifically designated herein.

vi. **Memberships and Dues.** The Board agrees to pay up to $2,500.00 annually in personal membership dues actually incurred to civic and social organizations of Probstfeld’s choosing which benefit the College. It is the intent of this provision that such memberships would be in addition to corporate memberships held by the College and attended by the President.

vii. **Relocation Assistance Allowance.** Probstfeld shall also receive a maximum relocation assistance of $20,000.00, as it is agreed by the parties that Probstfeld shall reside in Manatee or Sarasota County, Florida beginning in the first full year of her employment as President and throughout the remainder of the term hereof. Such allowance is meant to assist Probstfeld with any costs associated with relocation, including but not limited to real estate acquisition and transfer costs, moving expenses, and temporary housing.

viii. **Supplemental Compensation for Routine Expenses.** Probstfeld shall also be paid a maximum supplemental compensation of $1,000.00 per month payable in equal installments according to the College’s regular payroll schedule which is intended to assist Probstfeld in the payment of expenses personally incurred by her in connection with College activities and the fulfillment of Probstfeld’s duties as President.

b. **Annual Base Salary.** For the period March 18, 2013 through March 18, 2014 (“Initial Contract Year”), the Board shall pay Probstfeld an annual base salary of not less than $235,000.00 payable in equal installments according to the College’s regular payroll schedule, minus required deductions and withholdings.

c. **Sum of Compensation.** Except as otherwise provided herein, it is further expressly understood and agreed that the terms specified herein represent the total compensation Probstfeld is due for services performed on behalf of the College. Probstfeld may receive additional
compensation from personal investments or business interests, provided that such investments or business interests do not materially conflict with her performing her duties as the College President.

5. **Performance Review.** Pursuant to State Board of Education Rule 6A-14.026 the Board shall evaluate the President's performance of the duties and responsibilities above through a mutually agreeable process. In furtherance thereof, an evaluation shall be conducted each year by the Board. After acceptance by the Board, the written evaluation shall be submitted to the Chancellor of the Florida College System for review.

6. **Termination for Cause.** Except as otherwise provided in the Rules of the State Board of Education, the Florida College System and the Board, this Contract may not be terminated, or Probstfeld suspended or dismissed, except in accordance with the provisions of this Contract. The College may terminate Probstfeld’s employment at any time for Cause upon written notice to her, in which event all payments under this Agreement shall cease, except for: (i) as a lump sum, Annual Salary to the extent already accrued and unpaid up to the date of her termination; and (ii) all benefits accrued or earned before her termination in accordance with the terms of any applicable benefit plans and programs of the College. Probstfeld shall not be entitled to any severance pay in the event she is terminated for Cause. “Cause” shall mean any of the following grounds for termination by the College of Probstfeld’s employment: (i) she is convicted of or enters a guilty plea or a plea of no contest to any misdemeanor crime involving fraud, theft, misuse or misappropriation of money or other property, violence, or moral turpitude or is charged with any felony crime for which the charges are not dropped within ninety (90) days of the charges being made known to the Board; (ii) in the reasonable judgment of the Board, she has breached in any material respect the terms of this Contract; (iii) in the reasonable judgment of the Board, she has neglected or willfully failed or refused to perform material assigned duties; or (iv) in the reasonable judgment of the Board, she has engaged in gross and willful misconduct with respect to the business affairs of the College.

7. **Termination Without Cause.** The College may remove Probstfeld as President at any time without Cause upon not less than ninety (90) calendar days prior written notice to her; provided, however, that, in the event that such notice is given, Probstfeld shall be under no obligation to render any additional services to the College and shall be allowed to seek other employment, subject to the terms, conditions and covenants of this Contract. If the College terminates Probstfeld’s employment without Cause, she shall be entitled to receive the following:

   a. The College shall pay to Probstfeld as a lump sum, all amounts earned or accrued, under paragraph 4.a. above, that had not yet been paid as of the date of termination;

   b. Probstfeld shall receive all other benefits accrued or earned in accordance with the terms of any applicable benefit plans and programs of the College described in paragraph 4.b. through the date of her termination; and

   c. Contingent upon execution by Probstfeld of a Release and Severance Agreement in a form satisfactory to the College releasing any and all claims that she may have against the College, the College shall pay Probstfeld severance pay as provided for and limited by Section 1001.64(47) and s. 215.425, Florida Statutes, unless she has engaged in any item defined as “misconduct” in Fla. Stat., Section 443.036(30) which is an amount equal to twenty (20) weeks prorated salary payable in a lump sum within thirty (30) days of such termination. In addition, the College shall pay the amount due for continued COBRA coverage for Probstfeld and Probstfeld’s dependents under the College’s medical, vision and dental plans, should she elect such coverage, for the notice period provided in this Paragraph 7, to the extent allowable by applicable laws then in existence.
8. **Voluntary Termination.** In the event Probstfeld shall voluntarily terminate her employment prior to the end of the Term of this Contract, she shall be required to give the Board not less than twenty (20) weeks’ notice in order to transition the duties and responsibilities of her position. Upon such termination, Probstfeld shall be entitled to any accrued but unpaid Annual Salary and benefits described in paragraphs 4.a. and 4.b. Probstfeld shall not be entitled to any severance pay in the event she voluntarily terminates her employment.

9. **Termination Because of Events:**

   a. **Death.** If President dies during her employment, her employment shall be deemed terminated on the effective date of death. The College’s financial obligation to the President or her estate shall include the compensation and benefits which the President would have been entitled to up to the date of her death. The College shall have no further financial obligation to the President or her estate. This provision does not affect any rights that the estate may have with respect to retirement plan proceeds or life insurance proceeds.

   b. **Long-Term Absence in Excess of Three (3) Calendar Months:** The College may terminate this Agreement should the President be unable to perform the essential functions, duties and responsibilities of her position due to illness or incapacity or any other reason whatsoever, for a continuous period of more than three (3) calendar months. Such termination shall terminate any of the College’s obligations under this Agreement, except that the President would remain entitled to any short-term and/or long-term disability coverage elected by the President. This provision shall not supersede the requirements or provisions of the Americans with Disabilities Act or the Family and Medical Leave Act, which laws (and applicable regulations) shall control to the extent that such laws may conflict with this provision.

10. **Survivorship.** The respective rights and obligations of the parties under this Contract shall survive any termination of Probstfeld’s employment to the extent necessary to the intended preservation of such rights and obligations.

11. **Notices.** All notices and other communications required or permitted under this Agreement or necessary or convenient in connection with it, shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

    To the College:

    Chair, District Board of Trustees  
    State College of Florida, Manatee-Sarasota  
    5840 26th Street West  
    Bradenton, FL  34207

    To the President:

    Carol Probstfeld, President  
    5840 26th Street West  
    Bradenton, FL  34207

    or to such other names or addresses as the College or Probstfeld, as the case may be, shall designate by
notice to each other person entitled to receive notices in the manner specified in this Section 12.

12. **Entire Agreement, Amendment and Assignment.** This Contract sets forth the entire understanding between the parties with respect to its subject matter, and cannot be changed, modified, extended or terminated except upon written amendment approved by the Board and executed on its behalf by a duly authorized member of the Board and by Probstfeld. All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties, except that the duties and responsibilities of Probstfeld under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by her.

13. **No Conflicting Agreements.** Probstfeld represents and warrants that she is free to enter into and perform this Contract and the agreements referred to in it and that she is not a party to any existing agreement which would prevent her from entering into and performing this Contract.

14. **Severability.** If any provision of this Agreement is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Contract which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

15. **No Waiver of Remedies.** No delay or omission by a party in exercising any right, remedy or power under this Contract or existing at law or in equity shall be construed as a waiver by that party, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

16. **Beneficiaries/References.** Probstfeld shall be entitled, to the extent permitted under any applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit payable under this Agreement following her death by giving the College written notice thereof. In the event of Probstfeld's death or a judicial determination of her incapacity, reference in this Agreement to Probstfeld shall be deemed, where appropriate, to refer to her beneficiary or beneficiaries, estate or other legal representative, as appropriate.

17. **Miscellaneous.** All section headings used in this Contract are for convenience only. This Agreement may be executed in counterparts, each of which is an original. It shall not be necessary in making proof of this Contract or any counterpart of it to produce or account for any of the other counterparts.

18. **Withholding.** All payments under this Agreement shall be made subject to applicable tax withholding, and the College shall withhold from any payments under this Agreement all federal, state and local taxes as the College is required to withhold pursuant to any law or governmental rule or regulation. Probstfeld shall be solely responsible for all federal, state and local taxes due with respect to any payment received under this Agreement.

19. **State of Florida Multi-Year Contracts.** The obligations and responsibilities of the Board under this Agreement are subject to future appropriations of funds by the Florida legislature in an amount sufficient to allow continuation of the performance of the Board hereunder for each and every fiscal year following the first fiscal year in which this Agreement is in effect. Upon receipt of notice that sufficient funds are not available for continuation of this Agreement, the Board shall give Probstfeld written notice of
such event and effective thirty (30) days after giving such notice, or upon expiration of the time for which such funds were sufficiently appropriated, whichever occurs first, the Board shall be thereafter relieved of all further obligations to Probstfeld under this Agreement.

20. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of Florida, State Board of Education Rules, and Board policies and regulations now existing or hereafter enacted or promulgated.

    Given under our hands and seals this ____ day of ____________, 2013, at Bradenton, Florida.

Witnesses: DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

__________________________________ By: ________________________________
Chair

Witnesses: PRESIDENT

__________________________________ By: ________________________________
Dr. Carol Probstfeld
EXHIBIT A – Goals & Targets for Additional Retirement Compensation

1. Increase student enrollment by 2% from 10,800 in Fall of the 2012/13 academic year to 11,016 in Fall of the 2013/14 years 20%

2. Increase average classroom capacity by 5% from 80% in the 2012/13 academic year to 85% in the 2013/14 year 10%

3. Increase the number of performance measures in which SCF equals or exceeds the state average from 5 of 10 to 7 of 10 for academic year 2013/14 15%

4. Achieve 100% participation by Trustees in the SCF 2013 annual fundraising campaign 5%

5. Implement plans to complete capital projects related to buildings 9, 9A, 3 and the gymnasium on the Bradenton Campus and building 100 on the Venice Campus 20%

6. Create positive relationships with business, service and educational partners in the Manatee and Sarasota SCF service area as measured by attendance at events, service on boards, membership in clubs and new collaborative educational programs 20%

7. Submit to SACCOC in April 2014 SCF’s self-evaluation including documented evidence of compliance in all core requirements 10%

100%