

JULY 1, 2023~~2~~
**EMPLOYMENT CONTRACT FOR THE PRESIDENT
OF NORTHWEST FLORIDA STATE COLLEGE**

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July 2023~~2~~ by and between The District Board of Trustees of Northwest Florida State College, referred to as the “Board,” and Dr. Garry Devin Stephenson, referred to as the “President.”

WHEREAS, on November 12, 2016, the Board entered a contract with the President for his employment as the President of Northwest Florida State College;

WHEREAS, the Board and the President in January 2018, August 2018, July 2019, July 2020, ~~and July 2021, and July 2022,~~ amended 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;

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~~4~~, 2023~~2~~, 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 duties customarily performed by one holding the position of 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 ~~§ Section~~ 1001.65, Florida Statutes, be the Executive Officer and Corporate Secretary of the Board, as well as the Chief Administrative Officer of the College and all components of the institution. The duties and responsibilities of the President shall be provided in the applicable provisions of the Florida Statutes, the Florida Administrative Code State Board of Education Rules, the policies and procedures of the College, as well as such other duties and responsibilities as may be assigned to the President by the Board.
3. **Term:** The term of the contract shall be for a period of three (3) years commencing on July 1, 2023~~2~~, and terminating on June 30, 2026~~5~~, or as determined in conjunction with the Board. It is expressly understood and agreed between the Board and the President that neither owes the other any further contractual obligation or responsibility after June 30, 2026~~5~~. The Board may negotiate with the President to amend or extend the term annually, if necessary; otherwise, the term of the contract will continue through June 30, 2026.
4. **Compensation:** The Board shall pay to the President and the President shall accept from the Board, in full payment for his services under this contract, compensation as follows:

- a. **Base Salary.** During the term of this contract, the President shall be paid an annual base salary of \$280,000. Such salary will be paid in installments in accordance with Board policy governing payment of other professional staff members employed by the Board. Such salary is subject to an adjustment for the average percentage increase granted to employees of Northwest Florida State College or the 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 College employees, the President's salary is subject to an increase in the amount applicable to the executive employee classification, if any.
- ~~The Board and the President may renegotiate t~~The annual base salary ~~shall be subject to renegotiation by the Board and the President~~ in each succeeding fiscal year of the contract, which begins July 1 each year. ~~The Board may also reopen this contract annually for negotiations regarding contract extension.~~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. **Defined Contribution Retirement Plan.** The Board shall contribute an amount equal to 13.5% of the President's base salary, annual leave, tax annuity, and cell phone compensation, towards his defined contribution retirement plan. The President shall, in addition, contribute a percentage of his base salary equal to that required by the State of Florida for employees in the same salary range.
- d. **Annuity Plan.** The Board shall pay the President an additional sum, which shall, until further directed by the President ~~to~~ be paid to an approved Tax-Sheltered Annuity Plan to be selected by the President which is established and qualified under the provisions of the Internal Revenue Code. The amount payable to the President under this provision shall be the maximum allowable contribution under the provisions of the Internal Revenue Code.
- e. **Continued Service Compensation.** To encourage retention of leadership at Northwest Florida State College, the Board agrees that, should 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 \$100,000.00 in Deferred Compensation into a Tax-Sheltered Annuity on July 1,

2024, as approved by Dr. Stephenson. Should the contract expire or be terminated by either party on or before June 30, 2024, the Deferred Compensation or any portion thereof shall not be paid by the Board.

- f. **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.
 - g. **Life Insurance.** The Board shall pay the life insurance policy premium for the President through the College's life insurance program.
 - h. **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.
 - i. **Dental Insurance.** The Board shall pay the dental advanced premium for the President and the President's spouse through the College's dental program.
 - j. **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.
5. **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 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 sick leave. Unused vacation leave will be paid upon 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.

6. **Evaluation:** At the time the contract is issued the Board shall inform the President of his duties and responsibilities, of the procedures by which performance shall be evaluated, 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.

7. **Termination:** This contract may be terminated as follows:
 - a. **Death or Disability.** In the event of the death or permanent disability of the President, this contract shall terminate and the President or his 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 contract, "permanent disability" shall be defined as the President's inability to perform his 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 20 weeks of base salary as severance pay as allowed under Section 215.425, Florida Statutes. If the President is dismissed for misconduct, including but not limited to moral turpitude that would bring public disrespect, contempt, or ridicule upon the College as determined by the Board; a violation of a State or Federal Law, rule, regulation, or Constitutional provision or of a College rule or policy which is in the judgment of the Board adversely reflects or affects the College; and "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 shall receive compensation up to such time as the effective date of his resignation. He shall be entitled to no other compensation.
8. **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 to the other party after the term of this contract, except as specifically provided herein. 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.
9. **Governing Provisions:** This contract shall be subject to any and all 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. The prevailing party in any litigation shall be entitled to reasonable attorney's fees and costs from the non-prevailing party. Further, the contract shall be subject to: (1) any and all legal limitations on the authority of the Board that initially entered this contract to obligate future Boards; (2) funding and financial resources reasonable available to fulfill the College's obligations set forth herein; 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.

10. **Entire Agreement:** This contract 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, executed under the hands and seals of the respective parties below on this 20⁴st day of June 202~~3~~² at Niceville, Okaloosa County, Florida, is made to be effective the 1st day of July 202~~3~~².

Signature Page Follows

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

SIGNATURE

DATE

PRESIDENT,
NORTHWEST FLORIDA STATE COLLEGE

SIGNATURE

DATE