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**BROWARD
COLLEGE**

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: January 27, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
A. Hugh Adams Central Campus
3501 S. W. Davie Road - Building 17-Room 425/426
Davie, FL

Subject: Agenda Item VI -J- President's Contract of Employment

Each year the Board of Trustees reviews its contract with the President of the College. This review, should, at a minimum, address the length of the contract and the compensation for the President. As is custom, the Chair of the Board of Trustees discusses the issues with the President prior to the meeting and then presents his or her thoughts to the Board to begin contract review.

Attached is revised contract for review and consideration.

**CONTRACT OF EMPLOYMENT
BETWEEN
DISTRICT BOARD OF TRUSTEES OF
BROWARD COMMUNITY COLLEGE
AND
J. DAVID ARMSTRONG**

THIS CONTRACT is entered into between the DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE (hereinafter called the "Board") and J. DAVID ARMSTRONG (hereinafter called the "College President").

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

1. The Board agrees to employ the College President and the College President agrees to accept the position of College President at Broward Community College for the 35 month term from January 31, 2008 to December 31, 2010. The Board shall provide the College President a written notice of at least one year regarding its intent not to renew this contract. The annual anniversary of this contract is December 31st.
2. The Board shall pay the College President for services rendered as follows:
 - A. For the term January 31, 2008 to December 31, 2010, an annual salary of THREE HUNDRED THREE THOUSAND (\$303,000.00) DOLLARS payable in semi-monthly installments of TWELVE THOUSAND SIX HUNDRED TWENTY FIVE and 00/100 (\$12,625.00) DOLLARS.
 - B. Merit Increases. During the Employment Period, the Board and the President shall identify mutually desirable targets and goals which shall be reviewed annually and agreed upon as annual performance expectations for the President. The quality of the President's achievement of these targets and goals shall be determined in the

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achievement of each target and goal from a low of one (1) to a high of ten (10). The individual ratings of the Board shall be averaged and rounded up to the nearest whole number to produce the Board Rating. The following Board Ratings shall result in the following merit increases to the President's Base Salary.

<u>Board Rating</u>	<u>Evaluation Category</u>	<u>Merit Increase</u>
1 – 4	Not Satisfactory (N)	No Increase
5 – 6	Satisfactory (S)	College Increase *
7 – 8	Excellent (E)	College Increase +2.5%
9		College Increase +5%
10		College Increase+ **

* The average percentage increase to be awarded to Tenured/Tenure Track Faculty.

** Percentage to be determined at discretion of the Board.

Additionally, at the Board's sole discretion, an annual bonus may be awarded by the Board to the President. The President shall have the discretion to determine which of the compensation categories the bonus is to be applied.

C. The College President shall be entitled to participate in the insurance, retirement, sick leave and other employee benefit programs to the same extent, and in the same manner as all senior management employees of the Board, except as otherwise provided herein and subject to the laws and regulation of the State of Florida, and policies adopted by the Board effective July 1, 2007. In any case, at a minimum, health insurance coverage will be provided for the President and his immediate family pursuant to this contract. In recognition and acknowledgement of the President's executive administrative experience in higher education, he shall

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be granted, for each calendar month of service or major fraction of a calendar month of service, two (2) days of vacation leave. Unused sick leave and vacation leave shall accrue without limit and, at the discretion of the President, any part of the balance may be converted to compensation at the per diem rate applicable at the time of conversion. The President, at his option, may receive the equivalent amount that the college would incur to otherwise provide life insurance as direct compensation.

- D. The College President agrees to devote his full working time and attention to the duties and responsibilities assigned to him by the Board, which shall include but not be limited to the administration and implementation of policies, procedures and directives authorized by the Board in connection with the continuing establishment, operations, maintenance and improvement of Broward Community College as an institution of higher learning. The College President shall perform all of the duties imposed upon him as College President of Broward Community College as required by the laws, rules and regulations of the State of Florida and of the United States, the policies adopted from time to time by the Board and such other responsibilities which may be assigned to the College President by the Board.
- E. During the term of this Contract, the Board may suspend or dismiss the College President for cause pursuant to the law, and^{or} pursuant to the Rules of the State Board of Education and/or the District Board of Trustees of Broward Community College.

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F. Pursuant to State Board of Education Rule 6A-14.026, the Board shall annually evaluate the College President's performance of the duties and responsibilities required by this contract 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 Division of Community Colleges for review.

G. It is expressly understood and agreed by and between the parties hereto that neither the College President nor the Board owes any further contractual obligation beyond the terms of this Contract. No legal cause shall be required of the Board in the event that the College President is not reemployed by the Board in any position after December 31, 2010 and no hearing on the Board's refusal, if any, to reemploy shall be required.

H. This Contract shall at all times be subject to any and all laws and Board policies and regulations now existing or hereafter enacted or promulgated.

Given under our hands and seals this 29 day of January, 2008 at Fort Lauderdale, Florida.

DISTRICT BOARD OF TRUSTEES OF
BROWARD COMMUNITY COLLEGE

Attest:

Susan Seember

by:

Paul C. [Signature]
Chairman

Attest:

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COLLEGE PRESIDENT V1-5

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Susan Aember

by: J. David Armstrong
J. David Armstrong

APPROVED AS TO FORM
AND LEGALITY:

Kevin Fernander
KEVIN FERNANDER
COLLEGE ATTORNEY

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