EXECUTIVE SUMMARY

☐ President’s Transmittal

☒ Board Transmittal

Recommendation that the Broward College Board of Trustees review and conduct the annual evaluation of Broward College President, J. David Armstrong Jr., review proposed minor contract amendment and adopt a performance plan for the President encompassing fiscal year 2013-14.

Presenter: Not applicable

Considerations: As per Florida Statutes 1001.64, Florida College System Institution Boards of Trustees; powers and duties; paragraph (19)...The Board of Trustees shall conduct annual evaluations of the President in accordance with rules of the State Board of Education and submit such evaluations to the State Board of Education for review. The evaluation must address the achievement of the performance goals established by the accountability process implemented pursuant to s. 1008.45 and the performance of the President in achieving the annual and long-term goals and objectives established in the Florida College System institution’s employment accountability program implemented pursuant to s. 1012.86. In April, evaluation forms were provided to each of the Board of Trustee members to complete. Each form included two specific evaluation criteria also prescribed by Statute regarding the College’s Equity Plan and the use of the statewide accountability plan (both required by Fl. St. 1008.45). The summary of the evaluations will be provided.

Secondly minor revision and clean-up are being recommended to the contract between President Armstrong and the College. The changes to the agreement include only the following five areas: 1.) Cleaning up language that deals with the President’s deferred compensation vehicles. No material changes were made only clean-up of the language; 2.) The provision of an automobile for the President’s use is being stricken. This revision results in a reduction of a compensation benefit calculated to be $13,800 annually. The vehicle that had been provided will be used by the College as a trade in to acquire other needed fleet vehicles for facilities management or other similar departments; 3.) The President is being recommended for a 3% compensation adjustment, which reflects the amount of funding that was budgeted for compensation adjustments within the annual budget, and finally; 4.) A clause allowing the President should he ever step down as President under good terms with the college to be afforded a faculty teaching position with Broward College, with a salary not to exceed the highest paid faculty member within the college at the time.

The annual performance plan that will tie the President’s annual performance to the adopted strategic plan is still being developed. The performance plan will be directly linked to the successful completion of the detailed implementation plan items associated with the plan, and will also include other duties typically required by a college president (e.g. communication, leadership, community involvement, etc.). The strategic plan measures will account for 60% while the balance of the other duties will account for 40%.

How does this impact student success: The President sets the tone and provides the professional policy recommendations for the College, that have all been directly connected to student success. The
performance plan clearly shows the commitment to student success directly from the top of the organization all the way through.

**What Specific Goal of the Strategic Master Plan is advanced through this action:** All five goals are directly advanced by having the President of the institution’s performance linked to the successful completion of all five of the strategic plan’s strategies.

**Fiscal Impact:** The 3% compensation adjustment equates to $12,398, but the removal of the automobile from the contract valued at $13,800 will result in an overall savings to the College of 1,402.

**Small Business Firm:** Yes ☐ No ❏ N/A ☐

**Broward Firm:** Yes ☐ No ❏ N/A ☐

**Prepared by:** Thomas W. Olliff.

**Reviewed by:**

[Signature]

**Attorney’s Office**

**AVP, VP, Campus President**

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[Signature]

**Budget Office**

**SVP, Howdyshell or Olliff**
REVISED CONTRACT OF EMPLOYMENT
BETWEEN
DISTRICT BOARD OF TRUSTEES
OF
BROWARD COLLEGE
AND
J. DAVID ARMSTRONG JR.

REVISED CONTRACT OF EMPLOYMENT (the “Agreement”) is entered into this _____ day of May, 2012, effective July 1, 2013, by and between the DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE (hereinafter called the “Board”) and J. DAVID ARMSTRONG JR. (hereinafter called the “College President”) (the foregoing collectively, the “Parties”).

Preliminary Statement


The Parties wish to make certain revisions to the terms and conditions of the Original Agreement and to provide all provisions of their employment agreement in a single instrument and to memorialize same.

Accordingly, in furtherance of the foregoing events and objectives, and in exchange for other good and valuable consideration the receipt and sufficiency of which hereby are acknowledged, and with full acknowledgement of and intent to be bound by the terms hereof, the Parties hereby agree as follows:

Witnesseth

1. Integration. The Parties expressly adopt the foregoing Recitals as being true and correct.

2. Employment. The Board agrees to employ the College President, and the College President agrees to accept the position of College President at Broward College, for a fixed term of July 1, 2012 up to and including June 30, 2017 (the “Employment Period”). This Agreement may be renewed for an additional term (up to five years) to be mutually agreed upon by the Parties. The annual anniversary of this Agreement is July 1st.

3. Compensation. The Board shall pay the College President for services rendered as follows:

3.1 Base Compensation. For the Employment Period, an annual salary of THREE HUNDRED AND EIGHTY THOUSAND AND NINE HUNDRED DOLLARS ($380,900.00)
THREE HUNDRED THREE THOUSAND DOLLARS ($303,000.00) payable in semi-monthly installments of TWELVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($12,625.00).

3.2 Merit Increases to Compensation Relating to Performance Measures. During the Employment Period, the College President will be eligible to receive merit increases in the amount of the base salary paid hereunder in accordance with the following terms and conditions. The Board and the College President shall identify mutually desirable targets and goals which shall be reviewed annually. The College President’s achievement of these targets and goals shall be determined in the sole discretion of the Board. During the Employment Period, in addition to the potential merit increases provided above, the College President will be eligible to receive an annual bonus in an amount to be determined after each calendar year by the Board in its sole discretion. The Board in its sole discretion shall determine the amount of merit increases, if any, and annual bonus, if any, to be awarded to the College President hereunder. The performance measures by which any merit increase or bonus will be based are attached hereto to supplement this document.

With respect to any merit increases awarded hereunder, the Board may fund and pay same in any manner which serves both the interest of Broward College and the College President, including without limitation payment as part of the annual base salary, through any investment vehicle permissible by law, or any combination thereof, all subject to the terms and conditions stated in Section 3.5 below.

3.3 Annual Bonus. During the Employment Period, in addition to the potential merit increases provided above, the College President will be eligible to receive an annual bonus in an amount to be determined after each calendar year by the Board in its sole discretion. The College President shall have the right to determine in his reasonable discretion the compensation categories to which the bonus is applied.

3.4 Deferred Compensation and Annuity Payments. With respect to the 2012 year and each subsequent year during the Employment Period: (a) Broward College shall make a contribution on behalf of the College President into an employer sponsored plan meeting the requirements of Section 403(b) of the Internal Revenue Code (the “Code”) (such plan, the “403(b) Plan”) and/or a plan under Code Section 457(b) in an aggregate amount, or pursuant to a contribution rate equal to such percentage which ensures total contributions in an aggregate amount, equal to the maximum contribution which Broward College may make to a plan established pursuant to Code Section 403(b) for the College President under all applicable contribution limits, including without limitation Code Section 415(c) and the Treasury Regulations and other guidance issued thereunder, as such statutes, regulations, and law are amended from time to time, and, in addition to the foregoing, (b) Broward College shall make a contribution on behalf of the College President into an employer sponsored plan meeting the requirements of Code Section 401(a) in an amount, or pursuant to a contribution rate equal to such percentage which ensures total contributions in an amount, equal to the maximum contribution which Broward College may make to the 401(a) Plan for the College President under all applicable contribution limits, including without limitation the terms and conditions under Code Sections 415(c) and 457(c)(15) as modified by Code Section 414(v)(2)(B) permitting “Catch-up” contributions for persons over the age of fifty (50), as such such statutes,
3.4 Regulations, and law are amended from time to time. The Parties agree that, if at any time the applicable contribution limits under the Code are decreased, same shall constitute the maximum amount of payments or contributions to be made to the 403(b) Plan or 401(a) Plan, as applicable, hereunder, and the Parties shall modify this Agreement as necessary to be in compliance with such limits. Starting in the 2013-14 fiscal year via a salary reduction agreement Broward College shall contribute on an annual basis $23,000 into a 403(b) plan and $23,000 into a 457(b) plan on behalf of the President. In addition the college shall contribute on an annual basis on behalf of the President $44,763.00 into a 401(a) plan. For future years changes in the amounts contributed by the college to any 403(b), 457(b), 401(a) or like plan shall be mutually agreed upon by the college and the President within the limits and guidance set forth by Internal Revenue code and all applicable state and federal laws at that time. In addition, the college may make changes to any of the aforementioned if changes are necessary to be in compliance with all applicable Internal Revenue Code and laws at that time. These compliance driven changes will be mutually agreed upon by the college and the President.

3.5 Benefits. During the Employment Period:

(a) 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 the policies adopted by the Board effective as of January 1, 2010. In any case, at a minimum, health insurance coverage will be provided for the College President and his immediate family pursuant to this Agreement. In recognition and acknowledgement of the College President’s executive administrative experience in higher education, he shall 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 up to the maximum provided by all applicable laws and rules, 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.

(b) The College President, at his option, may receive the equivalent amount which Broward College would incur to otherwise provide life insurance coverage as direct compensation.

(c) The College President will be provided with an automobile to be used in furtherance of his duties and functions hereunder in the form of a leased automobile or purchased automobile. The maintenance and operating expenses of the vehicle will also be provided.

4. Coverage of Expenses. The Board will cover the College President’s reasonable expenses as permitted by law, including business, travel, professional dues, entertainment, and other relevant expenses, incurred in the course and scope of the business of Broward College. Such expenses shall be reasonable in amount, appropriate under the relevant circumstances, and reasonably necessary or expedient to the conduct of the business of Broward College, all as reasonably determined by the Board. Such expenses may not be charged to a grant unless specifically authorized by the terms of the grant.
5. **Annual Executive Physical Examination.** The College President shall be reimbursed annually for an executive level examination at a local medical institution of his choice.

6. **Scope of Duties.** The College President agrees to devote his working time and attention on a full-time basis 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 College as an institution of higher learning. The College President shall perform all of the duties imposed upon him as College President of Broward 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 hereunder.

7. **Termination.** Notwithstanding the stated term of the Employment Period, the Board may suspend or dismiss the College President for cause pursuant to the law, and pursuant to the Rules of the State Board of Education and/or the District Board of Trustees of Broward College.

8. **Severance.** Upon Termination (as described in Section 7 above), the College President shall receive severance pay that shall not exceed 20 weeks of compensation (the current statutory maximum) or the maximum amount should the applicable statute be amended. However, the College President shall not receive severance pay if he is fired for misconduct, as defined in Florida Statute, Section 443.036(30).

9. **Annual Review.** 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 Agreement 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, Division of Florida Colleges for review.

10. **Faculty Position.** The expiration or termination of this Agreement shall immediately trigger an option for the President to serve as a full-time professor for the College. The President shall have 3 years from the date of expiration or termination of this Agreement to exercise this option. This provision shall survive the expiration or earlier termination of this Agreement.

11. **Entire Agreement; Other Provisions.** The Parties hereby terminate the Original Agreement in the entirety. This Agreement contains the entire understanding of the Parties hereto, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party other than those set forth expressly in this Agreement. It is expressly understood and agreed by and between the Parties that neither the College President nor the Board owes any further contractual obligation beyond the terms of this Agreement. 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 June 30, 2017, and no hearing on the Board’s refusal, if any, to reemploy shall be required. This Agreement shall at all times be subject to any and all applicable Federal and Florida laws or rules, and all Board policies and regulations, whether now existing or hereafter enacted or promulgated.
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IN WITNESS WHEREOF, the Parties have executed this Contract of Employment this ___ day of May/July, 2012.

DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE

By: _____________________________________________
   Print: ___________________________________________

As Its: ___________________________________________
   Print: ___________________________________________

Attest: ___________________________________________
   Print: ___________________________________________

J. DAVID ARMSTRONG
   Print: ___________________________________________