

**SUPERINTENDENT’S  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of February 2022, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as “**SBBC**”, and **DR. VICKIE L. CARTWRIGHT**, hereinafter referred to as “**CARTWRIGHT**”, “**Superintendent Cartwright**”, or “**Superintendent.**”

**WITNESSETH:**

**WHEREAS**, **SBBC** wishes to employ and appoint **CARTWRIGHT** as the Superintendent of Schools for the School District of Broward County, Florida (hereinafter referred to as “**School District**”); and

**WHEREAS**, **CARTWRIGHT** is willing to perform the duties and responsibilities of the Superintendent of Schools for the School District.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1  
RECITALS**

**1.1 RECITALS:**

The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2  
POSITION OF SUPERINTENDENT OF SCHOOLS**

**2.1 EMPLOYMENT OF SUPERINTENDENT:**

**SBBC** hereby employs and appoints **CARTWRIGHT** as Superintendent of Schools for The School Board of Broward County, Florida for the term of this Agreement. **CARTWRIGHT** hereby agrees during the term of this Agreement to perform the duties and responsibilities of Superintendent of Schools as established by the School District’s governing laws, rules and School Board Policies and to do so in accordance with the terms, covenants and conditions set forth herein. **SBBC** shall not reassign **CARTWRIGHT** to another position during the term of this Agreement without **CARTWRIGHT**’s express written consent.

**2.2 TERM OF CONTRACT:**

Unless terminated earlier pursuant to Article 10, this Agreement shall remain in full force and effect from February 24, 2022 through and including December 31, 2024.

Unless this Agreement is terminated sooner as provided herein, **SBBC** and **CARTWRIGHT** shall meet in a Regular or Special School Board Meeting to determine whether **SBBC** and **CARTWRIGHT** desire to extend the term of **CARTWRIGHT**'s service as Superintendent of Schools.

It is the Superintendent's responsibility to timely place such item on the agenda of a Regular or Special School Board Meeting at least nine (9) months prior to the termination date of this Agreement or the termination date of any amendments to this Agreement.

### 2.3 **OFFICIAL DUTIES:**

As Superintendent, **CARTWRIGHT** shall be the Chief Executive Officer of the School District, Secretary to **SBBC**, and shall have charge of the administration of schools. **CARTWRIGHT** shall faithfully perform the duties and responsibilities of Superintendent of Schools as specified in that position's job description as from time to time adopted by **SBBC**, and as prescribed by the laws of the State of Florida, the rules of the Florida State Board of Education, School Board Policies and this Agreement, and as may otherwise be assigned by **SBBC**. The Superintendent's job description is attached hereto as **Appendix "A"** and is incorporated herein by reference. The Superintendent shall comply with all **SBBC** directives, state and federal laws, applicable rules and regulations, and School Board Policies as exist or as may be adopted or amended. The Superintendent shall directly and indirectly supervise all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the needs of the School District subject to **SBBC**'s approval. Except as permitted by this Agreement, **CARTWRIGHT** agrees to devote **CARTWRIGHT**'s full time and efforts to the performance of the duties and responsibilities of Superintendent of Schools in a faithful, diligent and efficient manner. The Superintendent's responsibilities, duties and functions shall include, without limitation, the following:

2.3.1 Serving as the Chief Executive Officer of the School District in accordance with Florida Statutes, state rules and School Board Policies. All powers and duties necessary to the efficient management and administration of the School District shall be delegated to the Superintendent of Schools to the fullest extent permitted by law;

2.3.2 Working with **SBBC**, School District personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement by the School District and for the evaluation of outcomes;

2.3.3 Representing the interests of **SBBC** and the School District in day-to-day contact with parents, citizens, the community and other governmental agencies;

2.3.4 Providing leadership, guidelines and directions to ensure implementation of **SBBC**'s policies relating to facilities, curriculum, instruction, student services, personnel, budget and business affairs;

2.3.5 Reporting information and analyses regularly to **SBBC** regarding student achievement and test scores;

2.3.6 Reviewing all School Board policies and making appropriate recommendations to SBBC for revisions, additions, deletions and modifications to such policies;

2.3.7 Evaluating those employees who are directly accountable to the Superintendent and overseeing the evaluation of other employees in accordance with Florida Statutes, State Board of Education Rules, and School Board Policies;

2.3.8 Providing leadership and direction in planning and financing the maintenance of existing schools;

2.3.9 Advising and making recommendations to **SBBC** regarding possible sources of funds that may be available to implement present or contemplated School District programs;

2.3.10 Maintaining and improving the Superintendent's professional competency by all available means including, without limitation, reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities;

2.3.11 Establishing and maintaining an effective community relations program including effective relationships with the media;

2.3.12 Communicating openly, systematically and in a timely manner with **SBBC**, School District staff and the community and to promptly inform **SBBC** of critical issues or incidents;

2.3.13 Providing educational leadership to ensure quality teaching and learning; and

2.3.14 Performing such other duties, responsibilities and functions as may be assigned or required by **SBBC**.

2.4 **DOCUMENTS OF OFFICE:**

The Superintendent shall execute and file the oath of office or any other documents required for the School District's personnel files and for payroll purposes. The Superintendent shall file with the Broward County Supervisor of Elections and the Florida Commission on Ethics all documents required of the Superintendent under applicable law.

2.5 **MEETINGS OF THE BOARD:**

The Superintendent shall attend all Regular and Special School Board Meetings pursuant to Sections 1001.48 and 1001.51(2), Florida Statutes, and any closed door sessions pursuant to Sections 286.011(8) and 447.605(1), Florida Statutes.

**ARTICLE 3**  
**COMPENSATION OF SUPERINTENDENT**

**3.1 BASE SALARY:**

The Superintendent's base annual salary shall be Three hundred and fifty thousand Dollars and No/00 Cents (\$350,000.00). The Superintendent's base annual salary may be increased in accordance with Section 3.2 of this Agreement. The Superintendent's base salary shall not be reduced during the term of this Agreement without the mutual written agreement of the parties.

**3.2 SALARY ADJUSTMENTS:**

The Superintendent's annual base salary shall be increased by the percentage of pay increase, **if any**, that is provided by **SBBC** to its 12-month School District administrative personnel for that fiscal year.

**3.3 PAYMENT OF BASE SALARY:**

**SBBC** shall pay the Superintendent's base salary in equal installments in accordance with the School District's rules, policies and practices that are applicable to the payment of **SBBC's** 12-month School District administrative personnel.

**3.4 VEHICLE ALLOWANCE:**

The Superintendent's duties and responsibilities will require extensive travel by automobile throughout the School District. Accordingly, **SBBC** shall provide an automobile from the School District's fleet for the Superintendent's exclusive use, and **SBBC** shall pay all expenses or provide any necessary services through its fleet maintenance program related to the operation of the Superintendent's School District fleet automobile including expenses for fuel, oil, insurance, maintenance and repairs applicable to that automobile during the term of this Agreement. The Superintendent's permitted use of this School District fleet automobile includes its incidental use for personal transportation.

**ARTICLE 4**  
**INSURANCE COVERAGES AND BENEFITS**

**4.1 MEDICAL, VISION AND DENTAL INSURANCE:**

In addition to other benefits provided under this Agreement, **SBBC** shall provide health (Enhanced HMO), vision (Basic), dental insurance (Enhanced DHMO), and other flexible benefits to the Superintendent and to the Superintendent's family during the entire term of this Agreement to the extent same is available from time to time to **SBBC's** other 12-month School District administrative employees. The costs of all such insurance coverages and other benefits so provided to the Superintendent and the Superintendent's family shall be paid for by **SBBC**.

**4.2 MEDICAL EXAMINATION:**

**SBBC** requires the Superintendent to annually undergo a medical examination within two (2) months of each anniversary date of this Agreement. The Superintendent may choose any physician or group of physicians licensed by the State of Florida or any other state to perform

this medical examination and may choose the facility at which the medical examination will be performed. The selected examining physician or group of physicians shall provide the results of such medical examination to **SBBC** in a format stating whether **CARTWRIGHT** is physically fit to perform the responsibilities and duties of Superintendent of Schools. The costs and expenses of these annual medical examinations are to be paid under the Superintendent's health plan provided by **SBBC**. Any costs of such annual medical examinations that are not covered by **SBBC's** health plan shall be paid or reimbursed by **SBBC** up to a maximum cost of Three Thousand, Five Hundred Dollars and No/00 Cents (\$3,500.00) per year. In accordance with Section 1012.31(3)(a)5, Florida Statutes, as may be amended from time to time, and any applicable federal law; each annual medical examination report provided by the Superintendent to **SBBC** shall be confidential and exempt from the provisions of Section 119.07(1), Florida Statutes.

4.3 **FLORIDA RETIREMENT SYSTEM:**

The Superintendent shall participate in the Florida Retirement System (FRS). **SBBC** shall contribute to the FRS as required by Florida Statute.

4.4 **DISABILITY INSURANCE:**

**SBBC** shall provide and pay for long-term disability insurance coverage for the Superintendent during each year of the term of this Agreement. The benefits payable under such coverage shall be paid at the rate of Sixty-Six and Two-Thirds Percent (66-2/3%) of the Superintendent's base salary to a maximum benefit of Nineteen Thousand Four Hundred Forty Four Dollars and No/00 Cents (\$19,444.00) per month.

4.5 **LIFE INSURANCE:**

The Superintendent shall receive term life insurance coverage in the amount of one million Dollars and No/00 Cents (\$1,000,000.00) per year. The life insurance benefits shall be made payable to the Superintendent's named beneficiary. **SBBC** shall pay the premium for such insurance. The Superintendent may elect to obtain, at the Superintendent's own expense, additional term life insurance through any insurance plan offered to other 12-month School District administrative employees.

4.6 **SUPERINTENDENT-PAID CONTRIBUTIONS:**

In addition to the Superintendent's base salary, for each year of this Agreement, the District shall contribute seven percent of the Superintendent's base salary into a tax sheltered annuity and such contributions shall be made each pay period during each year of the term of this Agreement.

Also, the Superintendent may contribute to any additional retirement plan(s) for which the Superintendent is qualified under the Internal Revenue Code or state and federal laws. For the purposes of this Agreement, "additional retirement plan(s)" shall consist of any retirement plans authorized by Sections 401a, 403b and/or 457b of the Internal Revenue Code. The Superintendent will determine into which plan or plans the Superintendent will participate. Any deposits in such plan(s) will be made each pay period during each year of the term of this Agreement. Deposits may be made into one or more of the authorized plans in any given year

and will immediately become completely vested on the first day of the year for which they are deposited.

4.7 **OTHER BENEFITS AND PROGRAMS:**

The Superintendent shall be entitled to receive those benefits and participate in those employee programs specifically identified in this Agreement and may participate in any other employee programs not expressly identified in this Agreement that are available to other 12-month School District administrative employees.

4.8 **INFORMATION AND COMMUNICATIONS TECHNOLOGY:**

**SBBC** shall bear the expense for and provide such information and communications technology equipment that the Superintendent may reasonably request for use in the Superintendent's office, residence and automobile for the conduct of the Superintendent's duties and responsibilities and for any incidental personal use. **SBBC** shall bear all monthly or recurring charges associated with the service provided by such equipment.

**ARTICLE 5**  
**TRAVEL AND PROFESSIONAL ASSOCIATIONS**

5.1 **TRAVEL EXPENSES:**

To the extent permitted by applicable law and School Board Policy 3400, **SBBC** will pay for or reimburse the Superintendent for any reasonable travel expenses incurred outside of Broward County, Florida in the conduct of the Superintendent's official duties and responsibilities. Such reasonable travel expenses shall include air travel, lodging, meals, rental car and other reasonable travel-related expenses incurred in the performance of the Superintendent's official duties and responsibilities. **SBBC** will provide the Superintendent a School District credit card that may be used for allowable travel expenses.

5.2 **DOCUMENTATION OF EXPENSES:**

The Superintendent shall comply with all School Board Policies, procedures and documentation requirements for expenses incurred in the conduct of School District business. **SBBC** will provide the Superintendent with a School District credit card that may be used for allowable expenses. All such expenditures shall be subject to review by **SBBC's** independent auditors.

5.3 **PROFESSIONAL CONFERENCES AND MEETINGS:**

**SBBC** encourages the Superintendent to attend professional conferences and meetings with other educational agencies and educators during the term of this Agreement. **SBBC** shall pay in full or reimburse all legally valid expenses and fees associated with the Superintendent's participation in such conferences and meetings. Periodic reports will be provided to **SBBC** by the Superintendent about such conferences and meetings. As required by applicable law and School Board Policy 3400, the Superintendent shall file itemized expense statements to be processed and approved by the School District.

5.4 **PROFESSIONAL MEMBERSHIPS:**

**SBBC** encourages the Superintendent to belong to appropriate professional and educational organizations where such membership will serve the best interests of the School District. Accordingly, **SBBC** shall pay for or reimburse the Superintendent for any membership dues necessary to participate in such organizations. The Superintendent shall present appropriate statements and invoices for such membership dues in accordance with School District practices and School Board Policies. The Superintendent may hold offices or accept responsibilities in such professional associations and organizations provided that such responsibilities do not interfere with the performance of the Superintendent's official duties required under this Agreement.

## **ARTICLE 6** **VACATION LEAVE**

### **6.1 VACATION LEAVE DAYS:**

The Superintendent shall receive twenty-four (24) working days of paid vacation leave (exclusive of holidays) each fiscal year. **CARTWRIGHT** shall carry over the vacation time accrued during her Interim tenure. The Superintendent shall accrue vacation days in accordance with School Board Policy applicable to School District administrative personnel with at least ten (10) years experience. The Superintendent may accumulate unused vacation leave and carry same over to the following fiscal year subject to applicable restrictions under state law and School Board Policy. Upon termination or expiration of **CARTWRIGHT's** employment as Superintendent, **SBBC** shall pay **CARTWRIGHT** the value of any unused and accumulated vacation leave days subject to limitations imposed by Florida law and School Board Policies. In the event of **CARTWRIGHT's** death during the term of this Agreement, **SBBC** shall pay to **CARTWRIGHT's** personal representative the permitted value of **CARTWRIGHT's** unused and accumulated vacation leave days within thirty (30) calendar days of **CARTWRIGHT's** demise.

Due to a need to provide essential services to the School District, the Superintendent may be unable to use the entirety of any earned vacation in a particular year or may be unable to schedule vacation at a desirable time. In consideration of such circumstances and at the Superintendent's election, **SBBC** shall annually pay the Superintendent on June 30 for up to Ten (10) unused vacation days to be computed at 1/244 of the Superintendent's current base salary for each unused vacation day.

### **6.2 USE OF VACATION LEAVE:**

The Superintendent shall follow all School Board Policies with respect to the use of vacation days. The Superintendent shall submit written requests to **SBBC's** Chair for use of any vacation days.

### **6.3 ACCRUAL OF VACATION LEAVE:**

Except as otherwise provided herein, any unused and accumulated vacation leave days in excess of the amount allowable by School Board Policy and applicable law shall expire on June 30<sup>th</sup> of each year of the term of this Agreement.

## **ARTICLE 7**

## **SICK LEAVE**

### **7.1 SICK LEAVE:**

The Superintendent shall earn sick leave at the same rate as that of other twelve (12) month School District administrators. CARTWRIGHT shall carry over the sick time accrued during her Interim tenure. Upon termination or expiration of employment as Superintendent under this Agreement or at the end of any employment by SBBC, whichever first occurs, SBBC shall pay the Superintendent the value of any unused and accumulated sick leave days subject to limitations imposed by applicable law and School Board Policies. In the event of CARTWRIGHT's death during the term of this Agreement, SBBC shall pay to CARTWRIGHT's personal representative the value of Name's unused and accumulated sick leave days within thirty (30) calendar days of CARTWRIGHT's demise. Sick leave shall accumulate and be valued subject to applicable law, state rules and School Board Policies.

## **ARTICLE 8** **CONSULTING WORK**

### **8.1 CONSULTING WORK:**

The Superintendent's full time, skill, labor and attention shall be devoted to the performance of the duties of the School District's Superintendent of Schools. Provided that such activities do not interfere with her duties under this Agreement, the Superintendent may serve as a consultant to other companies, school districts or educational agencies, lecture, teach, engage in writing and speaking activities, and engage in other outside professional activities for compensation (hereinafter referred to as "Consulting Work"). Any Consulting Work undertaken by the Superintendent must be performed while utilizing the Superintendent's accrued vacation time and personal leave time or during holidays or other non-duty time. In advance of performing any Consulting Work, the Superintendent will disclose same in writing to SBBC.

## **ARTICLE 9** **EVALUATION OF SUPERINTENDENT AND EXTENSION OF TERM**

### **9.1 EVALUATION INSTRUMENT:**

By June 1, 2022, SBBC will develop an evaluation instrument and process acceptable to both parties for use in the evaluation of the Superintendent.

### **9.2 ANNUAL EVALUATION:**

The Superintendent shall provide a self-appraisal of the Superintendent's accomplishments and attainment of agreed-upon goals to SBBC by August 1 of each year of this Agreement. SBBC shall evaluate the performance of the Superintendent by September 30 of each year of this Agreement using the agreed-upon instrument, process, and the Superintendent's self-appraisal.

### **9.3 INTERIM EVALUATIONS:**

In addition to its annual evaluations of the Superintendent, SBBC may conduct an interim evaluation of the Superintendent at any time it deems appropriate or upon the request of the



Superintendent. For the period beginning February 24, 2022 through August 1, 2022, SBBC shall conduct an evaluation of the Superintendent to be completed by September 30, 2022. By May 1, 2022, SBBC shall develop an evaluation criteria and process acceptable to both parties for the use in the evaluation of the Superintendent, and the Superintendent shall provide a self-appraisal to SBBC by August 1, 2022.

9.4 **PUBLIC EVALUATION:**

The Superintendent hereby acknowledges that SBBC's annual and interim evaluations of the Superintendent must be conducted by SBBC during open public meetings in accordance with applicable law and that SBBC's evaluations of the Superintendent will constitute public records that are subject to public inspection under applicable law.

**ARTICLE 10**  
**TERMINATION AND NON-RENEWAL**

10.1 **TERMINATION WITHOUT CAUSE:**

SBBC may remove the Superintendent from office at any time during this Agreement with or without cause upon an affirmative vote of a majority of SBBC's membership. Nothing in this Agreement shall be construed as preventing a majority of SBBC's members from exercising its discretion to terminate this Agreement and the Superintendent's services. In the event of such termination, SBBC will provide the Superintendent with ninety (90) calendar days written notice of such action by SBBC. Except as otherwise expressly provided in this Agreement, the Superintendent expressly waives any right to prior notice, any statement or grounds or reasons for termination, or any hearing in connection with termination of the Superintendent's employment.

10.2 **TERMINATION COMPENSATION:**

In the event that CARTWRIGHT is terminated without cause by SBBC pursuant to Section 10.1, SBBC agrees to pay CARTWRIGHT a sum equivalent to 20 weeks of CARTWRIGHT's salary. In addition to such termination compensation, SBBC shall also pay CARTWRIGHT for any earned and unused sick leave and vacation days at the appropriate per diem rate subject to applicable law and School Board Policies. The parties agree that the compensation paid by SBBC to CARTWRIGHT under the provisions of this Section shall constitute liquidated damages.

10.3 **TERMINATION FOR CAUSE:**

The Superintendent may be dismissed from employment for cause for any conduct which is seriously prejudicial to SBBC or the School District including, without limitation, willful neglect of duty; material breach of contract; violation of the Code of Ethics applicable to members of the teaching profession in Florida; violation of the Code of Ethics for Public Officers and Employees prescribed by Chapter 112, Florida Statutes (as amended); conduct precluded by Rules 6A-10.081 and 6A-5.056, Florida Administrative Code (as amended); or for "just cause" as determined by Section 1012.33, Florida Statutes (as amended), and applicable law and rules. The Superintendent will be provided with written notice of any termination for cause and shall be entitled to such due process rights as are provided by applicable law and School Board Policies. If this Agreement is terminated for cause, the Superintendent's term of office shall immediately cease. If this

Agreement is terminated for cause, the Superintendent shall be entitled upon termination to payment for any earned, accrued and unused vacation days, but shall be ineligible for any other compensation or benefits.

**10.4 BENEFITS UPON TERMINATION:**

In the event of termination of this Agreement, the Superintendent's medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of such action by **SBBC**.

**10.5 SUPERINTENDENT'S INCAPACITY:**

In the event that **CARTWRIGHT** becomes unable to perform any or all of the official duties of the School District's Superintendent of Schools with or without reasonable accommodations under this Agreement due to illness, accident or other cause beyond **CARTWRIGHT**'s control and if said inability continues for a period of more than thirty (30) consecutive calendar days, **SBBC** may, in its sole discretion, appoint an Acting Superintendent to fulfill **CARTWRIGHT**'s duties and responsibilities under this Agreement. If such disability continues for more than ninety (90) consecutive calendar days, **SBBC** may, in its sole discretion, 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 10.2 hereof. In the event of termination due to disability, the Superintendent shall continue to receive the salary and benefits provided in this Agreement for a period of ninety (90) calendar days from the date the Superintendent becomes disabled. **SBBC**'s decision and determination as to the disability of the Superintendent shall be final and shall be based upon the opinion of a properly licensed medical doctor. The Superintendent hereby consents to any medical examination requested by **SBBC** under this provision. The parties agree that **SBBC** may choose the medical doctor who will perform any such medical examination.

**10.6 RESIGNATION:**

If **CARTWRIGHT** should at any time elect to resign as Superintendent of Schools, **CARTWRIGHT** agrees to provide **SBBC** not less than ninety (90) calendar days prior written notice of such resignation. Such notice shall be provided to **SBBC** in accordance with the notice provisions of this Agreement. Such written resignation shall become effective on the ninetieth (90<sup>th</sup>) day after its delivery to **SBBC** and shall become final. Without regard to whether it was accepted or not by **SBBC**, such written resignation may not be withdrawn or revoked by the Superintendent without the consent and agreement of **SBBC**. All rights and obligations created under this Agreement shall terminate ninety (90) calendar days following the delivery of such notice to **SBBC**, regardless of this Agreement or of the date upon which such resignation is to be effective. All salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to the Superintendent under this Agreement shall be equitably prorated as of the effective date of the resignation.

**10.7 RETIREMENT OR DEATH OF SUPERINTENDENT:**

This Agreement shall be terminated upon the Superintendent's retirement or death. If this Agreement is terminated due to **CARTWRIGHT**'s death, **CARTWRIGHT**'s estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for School District employees in which the Superintendent was a participant

and any salary, reimbursement, accrued benefits or other payments due and owing under this Agreement as of the date of death. If this Agreement is terminated due to **CARTWRIGHT's** retirement, **CARTWRIGHT** shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this Agreement as of the date of retirement.

**10.8 MUTUAL AGREEMENT:**

This Agreement may be terminated upon such written terms and conditions as may be mutually agreed to by **SBBC** and the Superintendent. If this Agreement terminates by mutual agreement, the Superintendent shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this Agreement as of the termination date. Termination under this Section does not entitle **CARTWRIGHT** to receive termination compensation under Section 10.2 of this Agreement unless agreed to by the parties within the mutual agreement for termination.

**ARTICLE 11**  
**INDEMNIFICATION**

**11.1 INDEMNIFICATION:**

**SBBC** agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify **CARTWRIGHT** from any and all demands, claims, suits, actions and legal proceedings brought against **CARTWRIGHT** in **CARTWRIGHT's** individual capacity, or in **CARTWRIGHT's** official capacity as agent and employee of **SBBC**, provided the incident arose out of or while **CARTWRIGHT** was acting within the scope of **CARTWRIGHT's** employment. **SBBC** shall have no obligation to defend, hold harmless or indemnify **CARTWRIGHT** for any intentional wrongdoing or reckless failure to perform in office or for any willful or wanton neglect of duty. Nothing herein shall be construed as a waiver of sovereign immunity by **SBBC** or of any rights or limitations provided in Florida Statutes including, without limitation, those rights and limitations set forth in Section 768.28, Florida Statutes.

**ARTICLE 12**  
**BACKGROUND SCREENING & COMMUNICATIONS**

**12.1 BACKGROUND SCREENING:**

The Superintendent agrees to comply with all background screening requirements required of School District employees by applicable law and School Board Policies.

**12.2 BOARD/SUPERINTENDENT COMMUNICATIONS:**

**SBBC** and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other with periodic opportunities to discuss Board/Superintendent relationships and communications. By May 1, 2022, or at such later time as they might mutually agree, **SBBC** and the Superintendent shall meet to discuss the roles of **SBBC** and the Superintendent and to develop a process and procedure by which **SBBC** and the Superintendent will communicate, with emphasis upon productive and constructive communications between **SBBC** and the Superintendent.

When a substantive criticism, complaint or suggestion regarding the School District is communicated to **SBBC** collectively or to an individual School Board Member and that recipient deems it appropriate in good faith to do so under the circumstances, such a matter shall be referred to the Superintendent for study and appropriate action. The Superintendent shall investigate such matters and inform **SBBC** of their disposition.

### **ARTICLE 13** **GENERAL CONDITIONS**

#### **13.1 RIGHTS & REMEDIES:**

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **13.2 NO WAIVER OF SOVEREIGN IMMUNITY:**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This Section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

#### **13.3 NO THIRD PARTY BENEFICIARIES:**

Except as otherwise expressly stated in this Agreement, the parties acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. 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 is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

#### **13.4 NON-DISCRIMINATION:**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

#### **13.5 ENTIRETY OF AGREEMENT:**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the

parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

**13.6 AMENDMENTS:**

No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

**13.7 PREPARATION OF AGREEMENT:**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel 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. The language agreed to herein expresses their mutual intent 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.

**13.8 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 is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. Any written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

**13.9 COMPLIANCE WITH LAWS:**

Each party shall comply with all applicable federal, state and local laws, School Board Policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**13.10 GOVERNING LAW AND VENUE:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

**13.11 BINDING EFFECT:**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**13.12 ASSIGNMENT:**



To Superintendent: Dr. Vickie L. Cartwright  
600 S.E. Third Ave.  
Fort Lauderdale, FL 33301

With a Copy to: Maree Sneed, Esq.  
mareesneed@comcast.net

13.17 **CAPTIONS:**

The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

13.18 **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.

13.19 **COUNTERPARTS AND MULTIPLE ORIGINALS:**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first above written.

**SIGNATURES ON NEXT PAGES**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Laurie Rich Levinson, Chair

\_\_\_\_\_  
Dr. Vickie L. Cartwright, Interim Superintendent

Approved as to Form and Legal Content:

*M. Batista*  
\_\_\_\_\_  
Office of the General Counsel



**FOR SUPERINTENDENT:**

[Signature]  
Witness

Vickie L. Cartwright  
**DR. VICKIE L. CARTWRIGHT**

Joane C. Fritz  
Witness

STATE OF Florida )

COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> of February, 2022 by **DR. VICKIE L. CARTWRIGHT** who is personally known to me or who has produced n/a as identification and who did/did not first take an oath.

[Notary Seal]

Joane C. Fritz  
Signature - Notary Public

Joanne C. Fritz  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_



**JOANNE C. FRITZ**  
Commission # GG 950747  
Expires April 28, 2024  
Bonded Thru Budget Notary Services

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**



**JOB DESCRIPTION**

<b>POSITION TITLE:</b>	Superintendent of Schools
<b>CONTRACT YEAR:</b>	As established with The School Board of Broward County
<b>SALARY BAND:</b>	Contract as established with The School Board of Broward County
<b>BARGAINING UNIT:</b>	

**PREFERRED QUALIFICATIONS**

**EDUCATION:** An earned master's degree or higher from an accredited institution, doctorate preferred.

**EXPERIENCE:** Minimum of ten (10) years experience in senior-level administration in education, preferably including:

1. Three (3) years of experience as a Superintendent, Associate Superintendent, Area Superintendent, Assistant Superintendent or comparable position with extensive executive experience in one or more of the following areas:
  - a. education leadership
  - b. business administration, including finance, facilities and technology
  - c. personnel, or positions with comparable experience and responsibilities
2. Experience as a classroom teacher, principal or in other supervisory positions.
3. Evidence of a stable employment history with increasing responsibilities with a proven success record.

**SPECIAL QUALIFICATIONS**

**PREFERRED:** Successful experience in an urban/suburban, multi-racial, multi-ethnic and diverse socioeconomic population; experience in, and demonstrated understanding of, the

collective bargaining process and effective employee relations; philosophy of decentralization; demonstrated administrative abilities that show vision and leadership, a high level of cognitive skills, analysis and decisiveness, organization, high internal work standards, the ability to delegate authority and responsibility and hold subordinates accountable, and the ability to establish and accomplish goals; personal characteristics that demonstrate the ability to communicate well, work effectively under pressure, ability to develop the school board as a team, maintain integrity and credibility, and motivate and inspire others; encouragement of professional development of staff, and knowledge of national trends in the area of participatory decision making to meet the

challenges of planning, implementing, and evaluating new approaches to the solution of educational problems; ability to involve all segments of the community to build support and confidence in the public schools; and experience with and interest in working cooperatively with all governmental agencies. Computer skills as required for the position. Bilingual skills preferred.

OR

### **MINIMUM QUALIFICATIONS**

#### **EDUCATION:**

An earned master's degree or higher from an accredited institution, doctorate preferred.

#### **EXPERIENCE:**

Minimum of ten (10) years experience in a multi-faceted business environment with progressively increasing responsibilities, preferably including:

1. Three (3) years as a Chief Operating Officer, Chief Financial Officer or Chief Executive Officer with extensive experience in one or more of the following areas:
  - a. purchasing and servicing governmental agencies
  - b. creating and implementing partnerships with public/private sector institutions, corporations, or foundations
  - c. personnel, or positions with comparable experience and responsibilities
  - d. business administration, including finance, facilities and technology

**SPECIAL QUALIFICATIONS****PREFERRED:**

Successful experience in an urban/suburban, multi-racial, multi-ethnic and diverse socioeconomic population experience in, and demonstrated understanding of, the collective bargaining process and effective employee relations; philosophy of decentralization; demonstrated administrative abilities that show vision and leadership, a high level of cognitive skills, analysis and decisiveness, organization, high internal work standards, the ability to delegate authority and responsibility and hold subordinates accountable, and the ability to establish and accomplish goals; personal characteristics that demonstrate the ability to communicate well, work effectively under pressure, ability to develop the school board as a team, maintain integrity and credibility, and motivate and inspire others; encouragement of professional development of staff, and knowledge of national trends in the area of participatory decision making to meet the challenges of planning, implementing, and evaluating new approaches to the solution of educational problem; ability to involve all segments of the community to build support and confidence in the public schools; and experience with and interest in working cooperatively with all governmental agencies. Computer skills as required for the position. Bilingual skills preferred.

**REPORTS TO:**

The School Board of Broward County

**SUPERVISES:**

All employees in the Broward County School District

**POSITION GOAL:**

To develop, establish, and maintain a program and environment for the delivery of quality education which will enable students to become self-sufficient, productive and contributing individuals in our society. To manage the school district in a cost effective manner which provides maximum return on money invested and protects all invested capital. To conduct all operations in a manner that fulfills the mission statement of the district.

**ACCOUNTABILITY PROCEDURES:**

The School Board of Broward County will evaluate the effectiveness of the Superintendent of Schools in achieving the educational and operational goals of the District.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

The Superintendent shall be the Secretary and Executive Officer of the School Board and shall exercise all powers and perform all duties relating to the school system as provided by State Statutes as amended, Rules of the State Board of Education as amended, the Commissioner of Education, and School Board Policy as amended.

**PUBLIC RECORDS EXEMPTION:**

Positions assigned to this job description are public records exempt according to provisions of FL§119.071.

Board Approved: 11/17/88 &  
Adopted: 1/17/89  
Board Approved: 10/26/93 &  
Adopted: 12/7/93  
Revised: 5/25/99  
Approved as Amended: 6/25/99  
Board Adopted: 12/16/03  
Revised: 5/19/06