

**CONTRACT OF EMPLOYMENT**  
**PRESIDENT OF FLORIDA GATEWAY COLLEGE**

**THIS CONTRACT OF EMPLOYMENT FOR PRESIDENT OF FLORIDA GATEWAY COLLEGE** (herein the "Contract") effective as of the 1st day of July, 2025 ("the Effective Date"), is made between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA GATEWAY COLLEGE, FLORIDA**, hereinafter called "Board," and **DR. LAWRENCE BARRETT**, hereinafter called "President."

**WITNESSETH:**

In consideration of the mutual agreements, covenants, terms and conditions contained herein, the Board and the President agree as follows:

**1.0 Employment as President.**

**1.1.** Board hereby appoints and employs DR. LAWRENCE BARRETT as President of Florida Gateway College, hereinafter called "College," to serve as Chief Executive Officer under the policies and supervision of the Board, the rules of the Florida College System and the laws of the State of Florida. DR. BARRETT agrees and accepts such employment.

**1.2** Acknowledging the Board will rely on this representation as a condition of his employment, the President represents that the qualifications for the office of State College President, as designated by the State Board of Education, are met and the President certifies the possession of an earned Doctorate degree from a regionally accredited university.

**2.0 Duties of President.**

**2.1** The President shall devote his full time and best efforts to his duties as provided herein and shall be the Chief Executive Officer of the College and all the components of the institution. The duties and responsibilities of the President shall be as required by this Contract, the laws, rules and regulations of the State of Florida and of the United States, the policies adopted by the Board, as well as such other duties and responsibilities as may be assigned to the President by the Board. The Board shall have the sole right to modify the President's duties to the extent the same is in the best interest of the College.

**2.2** President shall perform all duties required of him by Florida law, this Contract, such other duties as may be assigned to him from time to time by the Board, and those duties which, by custom and practice, are performed by a State College President in Florida, including but not limited to those

set forth in Fla. Stat. § 1001.65(1)-(23).

### **3.0 Devotion of Best Efforts.**

**3.1** President agrees to devote, faithfully, industriously and with reasonable application of experience, ability and talent, full-time attention and energies to his duties as President.

**3.2** The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Contract, provided such activities do not interfere with the services required to be rendered to the College under the provisions of this Contract. The President shall not engage in any activity that may reasonably be deemed competitive with or adverse to the best interests of the College. The President shall not engage in any activity or conduct in violation of Florida's ethics laws that are applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited to the extent such activities are consistent with the terms of this Contract.

**3.3** The College agrees that certain outside activities of the President advance and enhance the image of the College. Among these are memberships on corporate boards, memberships on boards and committees of national bodies and community organizations and holding of office in such national bodies or community organizations. Further, the President may accept invitations for speaking engagements and accept related expenses therefrom so long as such engagements do not unreasonably interfere with the performance of his other duties. Before accepting any appointment to a corporate board, the President shall first inform and obtain the approval of the Chair of the Board, which approval shall not be unreasonably withheld.

**3.4** President agrees that unless otherwise approved by the Board, he shall maintain his primary residence in Columbia County, Florida.

### **4.0 Term of Employment.**

**4.1** The terms of this Contract shall be for a period of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030. This Contract may be extended for additional one-year terms upon mutual agreement of the parties following review of President's performance by the Board. subject to the provisions for annual automatic one-year extensions as set forth below. The period between the Effective Date and the termination of this Contract shall be referred to as the "Contract Term." Notwithstanding the term of this Contract, President's employment shall be subject to earlier termination as set forth in Section 9.0 below. Further, nothing in this

Contract shall prevent, limit or otherwise interfere with the right of President to resign at any time from the position of President subject to the provisions set forth in this Agreement.

**4.2 Annual Automatic One-Year Extensions.** Following the expiration of the Contract Term and on the first day of July of each succeeding year, this Contract and all of the terms and conditions hereof shall be extended automatically for one-year successive extensions until the Contract is terminated as provided for as set forth in Section 9.1 below.

**4.3** Except as otherwise provided in this Contract, neither the President nor the Board owe any further obligation to each other under this Contract after its expiration, including any extensions thereof.

## **5.0 Evaluation.**

**5.1** The performance of the President shall be formally evaluated annually pursuant to the Fla. Stat. § 1001.64(19) and State Board of Education Rule 6A-14.026 in a mutually agreed upon format as determined by the Board and the President. The Chair of the Board shall meet with the President within thirty (30) days of the completion of the evaluation to review the evaluation and provide the President with suggestions for improvement. The President shall provide such oral and written reports as may be required by the Board to assist in the evaluation.

**5.2** In evaluating the performance of the President, the Board will give primary consideration to his exercise of the duties and responsibilities as provided under the laws of the State of Florida, the Florida Administrative Code and as determined from time to time by the Board. In addition, the Board will give particular attention to the activities of the President in reviewing and initiating new efforts as necessary in the following areas:

- 5.2.1** Continued and increased efforts toward academic excellence, strategic planning, the mix and quality of educational services as they relate to economic and demographic realities;
- 5.2.2** Responding to anticipated changes in the service areas;
- 5.2.3** The College's organization and management;
- 5.2.4** Resource acquisition; and

**5.2.5** Progress toward achievement of the College's Annual Plan and President's objectives which incorporate the development and implementation of a plan to improve and evaluate the instructional and administrative efficiency and effectiveness of the College.

**6.0 Compensation.** The Board shall compensate President for services rendered as follows:

**6.1 Salary.**

**6.1.1 Base Salary During Initial Contract Year.** The President's base annual salary shall be \$301,600.00 (herein "Base Salary") for the Initial Contract Year. No more of this amount than is allowed by Florida Statutes shall be paid from public funds. The President's annual salary shall be payable in 24 equal (or substantially equal) semi-monthly installments.

**6.1.2 Base Salary Review. Contract Term.** For the remaining contract years in the Contract Term, the Board and the President shall agree upon his Base Salary, other compensation and benefits. The President's Base Salary and other compensation and benefits shall be reviewed annually at the May Board meeting, unless otherwise set by the Board. Such annual review will be conducted in conjunction with a review of the performance of the President by the Board. Merit increases for the President will be considered and determined by the Board in accordance with paragraph 6.1.3 on no less than an annual basis during the term of this Contract. If the parties fail to agree on base salary, other compensation, or benefits, then the Base Salary, other compensation or benefits, respectively, then in effect, shall continue until either the Board and the President reach a mutually satisfactory agreement or until this Contract terminates, whichever occurs first. If the parties fail to agree on the Base Salary, other compensation, or benefits as provided in this Contract, the President shall have the option exercisable by 90 days written notice to terminate this Contract.

**6.1.3 Merit Increases.** During the Contract Term, 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 sole discretion of the Board, with each Board member rating the President's achievement of each target and goal from a low of one (1) to a high of five (5). 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, in the absence of mutual

written agreement otherwise, result in the following merit increases to the President's Base Salary, and other compensation and compensable benefits as deemed appropriate by Board:

<b><u>Board Rating</u></b>	<b><u>Evaluation Category</u></b>	<b><u>Merit Increase</u></b>
1-2.5	Not Satisfactory (N)	No Increase
2.6 – 4.0	Satisfactory (S)	College Increase*
4.1 – 5.0	Excellent (E)	College Increase +**

\* The average percentage increase to be awarded to Faculty.

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

## **6.2 Benefits Provided.**

**6.2.1 Insurance and Other Benefits.** The President shall be entitled to participate in insurance and other employee benefit programs to the same extent and in the same manner as all executive management employees of the Board, subject to the laws and regulations of the State of Florida and policies adopted by the Board. This includes Senior Management Class benefits as an employee as defined by College rules and procedures. The benefits provided to President under this Contract shall not be modified or cancelled unless he is provided with new or modified benefits substantially similar to or greater in quality and coverage than the modified or cancelled benefits.

The College shall pay the insurance premium costs for President for: (a) base health plan;(b) dental; (c) vision; (d) disability and (e) life insurance.

Board shall pay the cost of health insurance for dependents of the President who qualify under the terms of the College group coverage. Upon termination of President's employment and this Contract for any reason other than cause, including but not limited to the voluntary termination, retirement, disability or death of President, and assuming President otherwise meets the requirements imposed by the terms of the College's group coverage, College agrees to provide health insurance benefits under its group coverage to President's spouse at its expense until President's spouse reaches the age of 65 years old. After President's spouse reaches the age of 65, any obligation on the part of College to provide for spouse's healthcare shall cease and the College shall have no further obligation to provide or pay for spouse's healthcare benefit.

**6.2.2 Retirement.** President will enroll in the State of Florida Retirement System (FRS) and may obtain benefits, including retirement as Senior Management Service Class, and Social Security, as provided through the State of Florida or other insurance plan provided by the College.

Additionally, each contract year in the month of February, the Board will make a contribution equal to 10% of the President's annual base salary to an employer sponsored retirement plan.

**6.2.3 Supplemental Life Insurance.** To the extent the life insurance provided by College under its group plan does not amount to or equal President's annual salary, Board shall provide the President supplemental life insurance in an amount equal to the President's annual salary at no cost to the President. The President shall designate the beneficiary of that policy.

**6.2.4 Equipment.** The Board agrees to provide and maintain for the President's use during the Contract Term, a cell telephone, an iPad, and a laptop computer with printer or similar communications equipment. This equipment shall be located at the College, at the President's residence, or with the President for use in the performance of his duties as President. This property shall remain the property of the College, and upon the President's retirement, resignation or termination, this equipment and related accessories shall be returned to the College.

**6.2.5 Travel Expenses.** Board shall reimburse the President for authorized expenses incurred in attending approved educational meetings and for expenses for travel in accordance with Board policies.

**6.2.6 Sick and Annual Vacation Leave.** The President shall accrue paid vacation leave and paid sick leave in the same manner as all executive management employees of the College, and in accordance with Board policies and state laws. Upon termination or expiration of employment, payment will be made to the President for accrued vacation leave and accrued sick leave in accordance with Board policies and state laws.

**6.2.7 Vehicle.** The Board shall provide a vehicle for the President. The College will pay for fuel, maintenance, insurance, tag and registration costs for the car. The President will pay any applicable taxes for personal use.

**6.2.8 Annuity.** In lieu of the President's enrollment in the Florida Retirement System, the President will participate in the Senior Management Local Annuity. Each contract year, the President will make a mandatory employee contribution of 3% of his annual base salary. Each contract year, in the month of February, the Board will provide the President with a tax-sheltered annuity equal to 10% of his annual base salary. This contribution is independent of and in addition to the 10% contribution from the Board set forth in Paragraph 6.2.2.

**6.2.9 Professional Leave.** Each Contract Year during the term of this Contract, the President is authorized to take 15 days of non-cumulative professional leave with pay. Unused professional leave is annually compensable at the President's request.

## **7.0 Medical Examinations.**

**7.1 Annual Medical Examination.** At the expense of the Board, the President may undergo an annual comprehensive medical examination within the State of Florida, including reasonable clinical and diagnostic tests as may be ordered by the examining physicians.

**7.2 Board Requested Medical Examination.** President agrees to submit to a medical examination, at the Board's request and expense, at any time during the term of this contract, by a Board-Certified physician or physicians chosen by the President from a list consisting of not less than three (3) names selected by the Board. The President shall authorize the examining doctor to provide an oral report to the Chair of the Board, and if so directed by the Chair, to provide a report to the Board, with a copy to the President.

## **8.0 Legal Representation.**

Whenever any civil action has been brought against the President for any act or omission arising out of and in the course of the performance of his duties and responsibilities, the Board will defray all costs of defending such action, including reasonable attorney's fees and expenses together with costs of appeal, if any, and will save harmless and protect the President from any financial loss resulting therefrom. However, any such fees, costs, losses, or damages paid from public funds for the President if he is found to be personally liable by virtue of default of this Contract, acting outside the scope of his employment or acting in bad faith, with malicious purpose, or in a

manner exhibiting wanton and willful disregard of human rights, safety, or property may be recovered by the Board. Notwithstanding anything to the contrary, this provision shall not apply to any action brought by the Board or College against the President.

## **9.0 Termination.**

**9.1 Termination of Annual Automatic One-Year Extensions.** At any time either party may, with or without cause, give the other party, written notice that the provisions for the automatic one-year extensions as set forth above are terminated. Written notice of the termination of automatic one-year extensions as set forth above shall be provided no less than one hundred eighty (180) days prior to July 1 of the year in which the Contract shall be terminated.

**9.2 Suspension or Dismissal; Termination for Cause.** During the term of this Contract and any extension thereof, the Board may suspend or dismiss the President and/or may terminate this Contract for cause pursuant to the law, and pursuant to the Rules of the State Board of Education and the Board. The President's benefits for retirement and insurance shall be continued during a period of suspension but shall be terminated upon separation of employment from the College. In the event that this Contract is terminated for cause, the Board shall pay to the President any accrued but unpaid compensation, together with a proportionate part of any other benefits which would be due and payable to the President through the date of such termination. Thereafter, the Board shall have no further obligations hereunder.

“Cause” shall mean the President’s (i) conviction of, or guilty or no contest plea to any felony or a misdemeanor involving crimes of a financial, violence or sexual nature, substance abuse or any illegal substances, (ii) material breach of any provision of the Contract or of any College policy or procedure related to sexual harassment, business conduct and ethics, (iii) gross or flagrant inattention to, or lack of execution of, President’s duties to the College, (iv) willful misconduct or responsibilities, function, and authority, or the commission of an act of personal dishonesty in connection with the President’s duties and responsibilities as President of the College, or (v) use of illegal substances in the workplace or habitual substance abuse.

**9.3 Termination without Cause; Severance Pay; Mitigation.** The parties agree that the Board may terminate this Contract and, therefore, the President's employment, at any time without cause by giving President no less than ninety (90) days’ notice of its intention to terminate the Contract and provided the Board pays the President a severance payment of 20 weeks of his compensation. The severance payment shall be payable in one lump sum, with



required taxes withheld in accordance with applicable tax law requirements, or otherwise in a manner that is mutually agreeable to the Board and President. This severance pay compensation is considered to be compensation for services rendered and not for services yet to be rendered. The Board's obligations hereunder shall not be diminished by any income earned by the President from subsequent employment.

The parties agree that President may terminate this Contract at any time without cause by giving no less than ninety (90) days' notice to the Board.

It is expressly understood and agreed that, pursuant to Section 215.425, Florida Statutes, such severance pay may not exceed an amount greater than 20 weeks of President's compensation, and such severance pay is prohibited if this Contract is terminated due to President's misconduct, as defined in Section 443.036(29), Florida Statutes.

**9.4 Waiver of Rights with Severance Pay.** Acceptance of the severance payment pursuant to Paragraph 9.3 above shall preclude, and the President by such acceptance shall waive, any claims in judicial, administrative, or arbitration forums, or any other Board liability, relating to entitlement to compensation or fringe benefits relating to his employment by or separation from the College. The right to the aforementioned severance payment shall be contingent upon the execution, at the time of the termination, of a waiver acknowledging the provisions of this Paragraph.

**9.5 Termination by Mutual Agreement; Death; Disability.** In addition to the other provisions of this Contract, this Contract also may be terminated upon any one of the following events:

- a) The mutual agreement of the parties;
- b) The death of the President; or
- c) The President's inability to carry out the duties of President, as defined by law, Board policy and the terms of this Contract, due to the incapacity or disability of the President, as determined by the Board.

**9.6 Right to Accrued Amounts.** If the President becomes incapable of carrying out the duties of office due to death, incapacity or disability, the Board shall be liable to the President or his personal representative, as the case may be, for any accrued but unpaid compensation together with a proportionate part of any other benefits which would be due and payable to

the President.

#### **10.0 Code of Ethics.**

President is subject to the provisions of Chapter 112, Florida Statutes and acknowledges that he shall not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the best interest of the College. Further, President agrees that he is subject to and required to adhere to the policies and procedures of the College and all local, state and federal laws to include but not be limited to the following statutory provisions and rules:

- a. Florida Statutes, §112.313, concerning standards of conduct for public officers;
- b. Florida Statutes, §112.3145, with regard to full and public disclosure of financial interests;
- c. Florida Statutes, §112.3148 relating to gift disclosure;
- d. Florida Statutes, §112.3149 with regard to solicitation and disclosure of honoraria;
- e. Board Policies and Rules concerning Standards of Conduct and Compliance for Employees; and
- f. Administrative Procedure Manual Rule 02-0211, Standards of Business Conduct and Ethics.

#### **11.0 Waiver of Tenure.**

The President waives any right to tenure or other contract continuation during the term of this Contract, by virtue of entering into this Contract and any amendments hereto.

#### **12.0 Non-Competition.**

The President shall not engage in any activity that may be competitive with and adverse to the best interests of the Board.

### **13.0 Survivorship.**

The respective rights and obligations of the parties under the Contract shall survive any termination of President 's employment to the extent necessary to the intended preservation of such rights and obligations.

### **14.0 Notices.**

All notices, requests, consents and other communications required or permitted under this Contract shall be in writing and shall be hand delivered by messenger or courier service, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, as follows:

To the College:

Chairman, Board of Trustees  
Florida Gateway College  
149 SE College Place  
Lake City, Florida 32025

To the President:

Dr. Lawrence Barrett  
125 SW Mallard Glen  
Lake City, Florida 32024

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery;
- (b) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

### **15.0 Entire Contract, Amendment and Assignment.**

The 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 President. All of the terms and conditions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the Board and the

respective, heirs, executors, administrators, legal representatives, successors and assigns of the parties, except that the duties and responsibilities of President under the Contract are of a personal nature and shall not be assignable or delegable in whole or in part by him.

#### **16.0 No Conflicting Agreements.**

President represents and warrants that he is free to enter into this Contract, acknowledges its terms and conditions and is prepared to perform as stated herein. President is not a party to any existing agreement which would prevent him from entering into and performing the Contract.

#### **17.0 Severability.**

If any provision of the Contract is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of the 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, the Contract shall nevertheless remain in full force and effect in all other circumstances.

#### **18.0 No Waiver of Remedies.**

No delay or omission by a party in exercising any right, remedy or power under the 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.

#### **19.0 Beneficiaries/References.**

President 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 the Contract, if any, following his death, by giving the College written notice thereof. In the event of President's death or a judicial determination of his incompetence, references in the Contract to President shall be deemed, where appropriate, to refer to his beneficiary or beneficiaries, estate or other legal representative, as appropriate.

## **20.0 Miscellaneous.**

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

**20.2** 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 and administrative rules and procedures adopted or promulgated by the State Board of Education and the Board of Trustees of the College a11 such other State or local government agency having jurisdiction to take action affecting the operations of the College. Further, the Contract shall include and be subject to the right of such governmental bodies to lawfully make modifications, additions and deletions to those laws, rules, regulations, policies and guidelines during the term of this Contract.

**20.3** If any legal action or other proceeding, , is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**20.4** The parties agree that the sole and exclusive venue of any action arising from or as a result of this Contract shall be in the state courts of Columbia County, Florida, and the parties specifically waive any other venue or jurisdiction to the extent the same may be waived by law.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Contract the day  
and year first above written.

**DISTRICT BOARD OF TRUSTEES  
FLORIDA GATEWAY COLLEGE**

By: \_\_\_\_\_  
Chairman

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June,  
2025, by \_\_\_\_\_, as Chairman of the **DISTRICT BOARD  
OF TRUSTEES OF FLORIDA GATEWAY COLLEGE**, a body politic of the State  
of Florida, who is personally known to me or who has produced a Florida driver's  
license as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
(**NOTARIAL SEAL**)

**PRESIDENT**

By: \_\_\_\_\_  
Dr. Lawrence Barrett

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2025, by Lawrence Barrett, who is personally known to me or who has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
**(NOTARIAL SEAL)**

