

INTERIM DEPUTY SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 24th day of January, 2023, by and between the **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA** (the "BOARD") and **DR. ANNA-MARIE COTE** (the "INTERIM DEPUTY SUPERINTENDENT"):

WHEREAS, the Interim Superintendent, Dr. Robert Schiller, wishes to hire an interim deputy superintendent to assist with the operations of the District, and the Board desires to retain the Interim Deputy Superintendent to provide the leadership for The School District of Brevard County, Florida (the "District"), faithfully in accordance with all statutes, laws, rules, and regulations to assist the Interim Superintendent until a new permanent superintendent can be named and take office; and

WHEREAS, Dr. Cote has expressed that she is willing to assist the Board on an interim basis while Dr. Schiller is serving as Interim Superintendent; and

WHEREAS, Dr. Cote is willing to provide the services of the Interim Deputy Superintendent for the District and to faithfully and fully comply with all statutes, laws, rules, and regulations prescribing the duties and responsibilities of such office.

NOW THEREFORE, in consideration of the premises and the mutual agreements provided herein, the parties agree as follows:

1. RECITALS:

The foregoing recitals are true and correct and incorporated herein by reference.

2. POSITION OF EMPLOYMENT:

The Interim Deputy Superintendent shall perform the duties of Deputy Superintendent of Schools in and for the public schools of the District as prescribed by the laws of the State of Florida and by the rules and regulations made thereunder by the State Board of Education, and as outlined in the School Board approved job description. The Interim Deputy Superintendent will report directly to the Interim Superintendent who will provide directions to the Interim Deputy Superintendent.

3. TERM OF EMPLOYMENT:

The term of this Agreement shall commence January 25, 2023 and continue until May 31, 2023. If a successor superintendent has not been named or taken office by May 31, 2023, this contract may be extended by mutual written agreement at the same terms and conditions. The School Board herein authorizes the Superintendent – either the interim or successor permanent- to sign this extension without further action of the Board for a period not to exceed 6 months. Should a successor superintendent be named and ready to assume office before May 31, 2023, the parties may reach a mutual agreement as to the date of the contract’s termination if prior to May 31, 2023, based upon the needs of the permanent successor superintendent for a smooth transition. The term of this agreement is intended to provide the Interim Superintendent with assistance in running the day-to-day operations until a permanent successor superintendent assumes control of these operations.

4. COMPENSATION AND BENEFITS:

The Interim Deputy Superintendent shall be paid in accordance with the Board's normal payroll practices, determined as follows:

4.1. Annual Salary:

- (i) During the term of this Agreement the Interim Deputy Superintendent shall receive Twelve Thousand Five Hundred Dollars per month (\$12,500), again to be paid out pursuant to the normal payroll practices of the School Board.
- (ii) The Interim Deputy Superintendent will be entitled to choose additional benefits from the available benefits from which all district administrative employees are entitled to choose. Selections must be made within thirty (30) days of employment.
- (iii) The cash equivalent of the Board’s FRS contributions and the value of the employee health benefits under the silver plan will be deposited into any District available account of the Interim Deputy Superintendent’s choice (403(b), Roth IRA, etc). Dr. Cote is a retired Deputy Superintendent from another school district, and has been out of employment from an FRS position for more than a year, and is therefore eligible to be re-employed with an FRS employer.
- (iv) The Interim Deputy Superintendent will accrue sick leave and personal/vacation leave the same as all other administrative employees. Board Policy regarding payouts will apply to payouts for any leave accruals.

5. TECHNOLOGY:

The District shall provide the technology necessary to carry out the duties of the Interim Deputy Superintendent in the District, including a smartphone, tablet and/or laptop.

6. BUSINESS EXPENSES:

The District shall reimburse the Interim Deputy Superintendent for business expenses, including tolls, parking, and fuel, pursuant to Board policy and state law.

7. TERMINATION:

This Agreement may be terminated before the end of any term by mutual agreement of the Interim Deputy Superintendent and the Interim Superintendent or a permanent successor superintendent in writing upon such terms and conditions that are mutually agreed upon by the applicable parties.

The Interim Deputy Superintendent may terminate this Agreement at any time upon providing the normal notice period under School Board Policy 3150. Pursuant to Policy 3150, two weeks' notice should be provided to the Interim Superintendent or a successor superintendent, and the notice will be placed on the next available School Board meeting agenda. In such case, the Board shall pay to the Interim Deputy Superintendent an amount equal to the unpaid portion of the Interim Deputy Superintendent's salary and any accrued benefits and expenses due pursuant to this Agreement through the date of resignation. No other compensation or benefits shall be due.

The Interim Deputy Superintendent shall be considered an employee of the School Board like all other employees and all applicable statutory, state and federal laws and regulations, and Board policies shall apply and govern the relationship the same as all other employees of the District.

8. INDEMNIFICATION:

As the School Board recognizes that this is a unique circumstance and relationship, agreeing to assist in the operations of the District on a short interim basis, the School Board wishes to assure the Interim Deputy Superintendent that subject to the limitations set forth in Section 768.28, Florida Statutes, the Board will defend, save harmless, and indemnify the Interim Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Interim Deputy Superintendent in her capacity as agent or employee of the Board that may arise while she is acting within the scope of her employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property, or in the case of malfeasance in office; and further, criminal litigation shall not be included in this indemnity clause. The Board will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Board's obligation to indemnify the Interim Deputy Superintendent shall survive the termination of this Employment Agreement. Nothing herein shall be deemed to be a waiver of the Board's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

9. MODIFICATION OF AGREEMENT:

This Agreement may be amended or modified by the mutual written consent of the Board and the Interim Deputy Superintendent.

10. SAVINGS CLAUSE:

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

11. JURISDICTION AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement shall be in Brevard County, Florida.

12. MISCELLANEOUS:

A. CONTINGENCY: - The Parties agree that the terms of this Agreement are contingent upon the Interim Deputy Superintendent satisfying all requisite terms of employment inclusive of, but not limited to, a Level 2 background check pursuant to Florida Statutes, and a drug screening.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this ____ day of _____, 2023

Signed, sealed and delivered in the presence of :

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

MATT SUSIN
Chairman

ANNA-MARIE COTE
Interim Deputy Superintendent