

**INTERIM SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 20<sup>th</sup> day of December, 2022, by and between the **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA** (the "BOARD") and **DR. ROBERT E. SCHILLER** (the "INTERIM SUPERINTENDENT"):

**WHEREAS**, the Board desires to retain the Interim 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 prescribing the duties and responsibilities of a school superintendent in the State of Florida, by collaborating with the Board in a spirit of cooperation for the formulation and implementation of policies, procedures, and practices which by law require the action of the Board; and

**WHEREAS**, the Board is authorized to employ an Interim Superintendent of Schools under Article IX, Section 5, of the Florida Constitution, and, in accordance with Sections 1001.50 and 1001.51, Florida Statutes, which provide, among other things, that the Board shall appoint and enter into a contract of employment with the Superintendent of Schools; and

**WHEREAS**, the Interim Superintendent is willing to provide the services of the Interim 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 as set forth in this Agreement, including services that the Board properly may prescribe from time to time, and to give his time, energy, and ability in furtherance of the District school system and in keeping with the official authority of the Board.

**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 Superintendent shall perform the duties of the Interim 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.

**3. TERM OF EMPLOYMENT:**

The term of this Agreement shall commence December 16, 2022 and continue until through and 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 agreement at the same terms and conditions. Should the successor superintendent be selected and ready to assume office before May 31, 2023, the forty-five day notice provision contained herein would apply.

The period from December 16 through December 31, 2022, shall be a "Transition Period." During this time, Dr. Schiller will hold the title of "Interim Superintendent Designee" and shall be compensated during said Transition Period pursuant to the terms of this Agreement. Dr. Mark Mullins will remain in control of the operations of Brevard Public Schools during the transition period.

During the Transition Period, the Interim Superintendent Designee shall devote his full time and best efforts to studying the conditions of and matters pertinent to the District and shall develop plans for continued operations and improvement thereof. He shall have the authority to recommend (through the then-current Superintendent) to the Board his nominees to fill open positions of employment in the District. As of January 1, 2023, Dr. Schiller shall become the Interim Superintendent of Schools with all lawful authority as provided in Article IX of the Florida Constitution and by law.

**4. INTERIM SUPERINTENDENT'S DUTIES:**

The Interim Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent of Schools for the District as required by law and as may be assigned by the Board, and shall comply with all Board directives, State of Florida and Federal laws, and District policies, rules, and regulations as they exist or may hereinafter be adopted or amended. The Interim Superintendent agrees to devote his full time and energy to the performance of those duties in a faithful, diligent, and efficient manner.

**5. BOARD INTERIM SUPERINTENDENT COMMUNICATIONS AND ROLES/  
RESPONSIBILITIES:**

The Board and the Interim Superintendent agree that they will work with each other in the spirit of cooperation and teamwork and shall provide each other with periodic opportunities to discuss Board/Interim Superintendent relationships and communications. A process and procedure by which the Board and the Interim Superintendent communicate is already in place.

The Board and Interim Superintendent will collaborate and mutually develop the Board's priorities and areas of focus for the Interim Superintendent to begin to address as he assumes control of District operations. The Board will be responsible for determining whether it seeks a review of the Board's vision, mission, and values as well as sections of the policy book that they would like to have the Interim Superintendent begin to review and address. The Interim Superintendent will work with the Board in reviewing these issues along with the best way to move the issues forward.

The Board recognizes that it is a collective body and that each Board member recognizes that his or her authority as a Board member is derived from the collective deliberation and action of the Board as a whole. It is agreed that the Board, individually and collectively, shall refer promptly to the Interim Superintendent for study and recommendation any criticism, complaints, and suggestions brought to the attention of the Board or any member of the Board regarding the administration of the District or the performance of the Interim Superintendent.

In the event the Interim Superintendent is a party to any legal proceeding and/or investigation (i.e. civil action, suit, traffic infraction/warning, agency investigation, personal investigation, etc.), the Interim Superintendent shall notify the Board of such incident within three (3) business days of such incident or being made aware of such incident.

**6. COMPENSATION AND BENEFITS:**

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

**6.1. Annual Salary:**

- (i) During the term of this Agreement the Interim Superintendent shall receive Eighteen Thousand Seven Hundred Fifty Dollars per month (\$18,750).
- (ii) The Interim Superintendent will be entitled to all other benefits that Dr. Mullins received as Superintendent. This shall include but is not limited to additional life insurance provisions, sick leave, vacation leave, and use of a District vehicle. Use of the District's vehicle shall be for travel within Brevard County only, unless authorized by the Board Chair for travel outside of Brevard County, and such permission will be granted only for Board related business as determined by the Board Chair. Written authorization will be obtained prior to the travel taking place.
- (iii) The cash equivalent of the Board's FRS contributions and health benefits will be deposited into the 403(b) account of the Interim Superintendent's choice, as the Interim Superintendent will not be eligible for participation in FRS.

**7. CIVIC ASSOCIATIONS:**

The Board expects the Superintendent to be involved in the community, including in civic associations. As a result, and with the concurrence of the Board Chair, the District shall reimburse or pay the cost of memberships and associated costs for the Superintendent to participate in civic associations that are of value to the support of the District.

**8. TECHNOLOGY:**

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

**9. BUSINESS EXPENSES:**

To assist the Superintendent in carrying out his duties pursuant to this Agreement, the District shall reimburse the Superintendent for business expenses, including tolls, parking, and fuel, pursuant to Board policy and state law.

**10. TERMINATION:**

This Agreement may be terminated before the end of any term by mutual agreement of the Interim Superintendent and the Board in writing upon such terms and conditions that are mutually agreed upon by the Board and the Interim Superintendent.

If the Interim Superintendent resigns or leave his employment hereunder during the term of this Agreement without the consent of the Board, the Board may terminate this Agreement. In such case, the Board shall pay to the Interim Superintendent an amount equal to the unpaid portion of the Interim 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 Superintendent may terminate this Agreement at any time upon forty-five (45) days' written notice to the Board from the Interim Superintendent of intent to terminate. Upon receiving the forty-five (45) day written notice of termination, the Board may opt for earlier termination of this Agreement prior to the forty-five (45) days. In any event, the Board shall pay to the Interim Superintendent an amount equal to the unpaid portion of the Superintendent's salary through the date of termination, together with such payments, expenses, or benefits as would accrue through the date of termination. No other compensation or benefits shall be due.

The Board shall have the right to dismiss the Interim Superintendent and terminate this Agreement for cause by majority vote of the Board. For purposes of this Agreement, cause is defined as material breach of this Agreement and/or for any conduct that would constitute cause for dismissal of instructional personnel as provided in Section 1012.33(6)(a), Florida Statutes, as amended. Notice for cause, including the reasons for termination, shall be given to the Interim Superintendent in writing and the Interim Superintendent shall be entitled to such due process rights as provided by law and Board policy. In the event of termination for cause, the Interim Superintendent shall be paid the Interim Superintendent's regular compensation, including his annual salary, and benefits up to the date of termination and for any accrued benefits and expenses due pursuant to this Agreement.

Should the Board terminate this Agreement without cause, the Board shall continue to pay the Superintendent his then current compensation for eight (8) consecutive weeks thereafter as an agreed upon severance payment and shall pay any accrued benefits and expenses due pursuant to this Agreement. The Board shall make the severance payment and any accrued benefits and expenses due pursuant to this Agreement in a lump sum on the date of termination.

**11. DISABILITY:**

If a question exists concerning the capacity of the Interim Superintendent to perform his duties, the Board may require the Interim Superintendent to be examined by a physician licensed to practice in the State of Florida to determine whether the Interim Superintendent is physically and mentally capable, with or without reasonable accommodations, of performing his duties. In the event it is determined by the examining physician that the Interim Superintendent is not able to perform the duties of the Interim Superintendent, with or without reasonable accommodations, and this continues for a period in excess of six (6) months in any term year, the Board may terminate this Agreement.

**12. INDEMNIFICATION:**

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 Superintendent in his capacity as agent or employee of the Board that may arise while he is acting within the scope of his 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 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.

**13. MODIFICATION OF AGREEMENT:**

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

**14. 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.



**15. 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.

**16. MISCELLANEOUS:**

**A. RESIDENCE** – During the term of this Agreement, Dr. Schiller shall maintain a residence in Brevard County to avoid creating a vacancy in office under 1001.463, Fla. Stat.

(i) The Board will provide a relocation cost to the Interim Superintendent to assist with living expenses during his tenure with Brevard Public Schools. This amount should be commensurate with what Superintendents have received in the past, but under no circumstances shall exceed Ten Thousand dollars (\$10,000.00).

**B. CONTINGENCY:** - The Parties agree that the terms of this Agreement are contingent upon the Interim 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 \_\_\_\_\_, 2022

Signed, sealed and delivered in the presence of :

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

\_\_\_\_\_  
**MATT SUSIN**  
**Chairman**

\_\_\_\_\_  
**ROBERT SCHILLER**  
**Interim Superintendent**