

**EMPLOYMENT CONTRACT BETWEEN
DR. KENNETH SAVAGE
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA**

This employment contract made and entered into this 14th day of June, 2021, by and between the School Board of Lee County, Florida (hereinafter referred to as School Board) and Dr. Ken Savage, (hereinafter referred to as Interim Superintendent).

WHEREAS, School Board desires to provide the Interim Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which School Board believes improves the quality of its overall educational program;
and

WHEREAS, School Board and the Interim Superintendent believe that a written employment contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, School Board and the Interim Superintendent, for the consideration herein specified, agree as follows:

1. DUTIES

The Interim Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by state and federal law. The Interim Superintendent shall devote his full-time, attention and energy to the business of the School District. He will not accept any form of employment other than that as the Interim Superintendent of the Lee County School District during the term of this and any subsequent contracts as long as he is employed as the Interim Superintendent of the Lee County School District unless specifically approved by the School Board.

2. TERM

School Board, in consideration of the promises herein contained, hereby employs, and the Interim Superintendent hereby accepts employment, as the Interim Superintendent of Schools for the Lee County School District in the State of Florida for a term commencing June 15, 2021 and ending on the termination date established through the notice described in paragraph 9.

3. COMPENSATION

School Board shall pay Interim Superintendent at an annual salary rate of \$209,000.

4. FRINGE BENEFITS

Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with School Board except as provided herein; including, but not limited to, all forms of insurance protection, choice of tax-sheltered annuities, sick leave, vacation leave, reimbursement for costs of official travel and other administrative employee benefits in conjunction with such other benefits which are specified herein.

In addition, Interim Superintendent shall, as mandated by F.S. 121.055, participate in the Senior Management Service Class within the Florida Retirement System. Upon termination of the contract, Interim Superintendent will return to a comparable position within the School District and the related classification.

5. PROFESSIONAL ASSOCIATIONS

A. School Board shall pay Superintendent's dues, registration fees and membership charges to various local, state and national professional associations including the American Association of School Administrators, the Florida Association of School Administrators and up to three (3) other professional groups as may be selected by the Interim Superintendent. School Board shall permit a reasonable amount of

release time to attend regular meetings of such associations and to attend the meetings of any professional boards or task forces to the extent that the purpose of the convening of such task force or professional board is directly related to the performance of the Interim Superintendent's duties. Necessary fees for travel and expenses shall be reimbursed as permitted by state law.

B. Recognizing the importance of a strong working relationship between the schools and the community, School Board shall pay dues, membership fees and related expenses for membership in up to three (3) local service and civic associations as approved by School Board in specific Board action.

6. PROFESSIONAL LIABILITY

School Board agrees that it shall defend, hold harmless and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in his individual capacity, or in his official capacity as agent or employee of School Board, provided the incident arose while the Interim Superintendent was acting within the scope of his employment and excluding criminal litigations. The School Board shall provide liability insurance for the Interim Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as the Interim Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Interim Superintendent against such demands, claims, suits, actions and legal proceedings.

7. MEDICAL EXAMINATION

Once a year during the term of employment under the Agreement, the School Board shall pay for a complete physical examination of the Interim

Superintendent by a primary care physician. The Superintendent agrees to undergo such an annual physical examination. The result of such examination shall be given to the School Board by the examining physician in the following form:

“In my opinion, based upon a complete physical capable of carrying out the duties of Superintendent.”

8. CONTINUING EMPLOYMENT AND AGREEMENT TO NOT APPLY FOR PERMENANT SUPERINTENDENT

In the event this contract of employment is terminated in any manner other than for cause pursuant to Section 9 (B), the School Board shall appoint the Interim Superintendent to an administrative position of a pay grade equivalent to that held prior to assumption of duties as the Interim Superintendent for a minimum of 1 year.

The Interim Superintendent understands that the School Board will continue to search for a Permanent Superintendent. The Interim Superintendent agrees to not apply for the 2021 Permanent Superintendent position. The Interim Superintendent understands that this position is temporary in nature and may be terminated without cause pursuant to section 9 (A).

9. TERMINATION OF AGREEMENT

A. Termination by School Board without cause. The School Board may terminate this agreement at any time upon providing written notice at least fourteen (14) business days before the desired termination date. No proof of cause shall be required to effect such termination.

B. Termination by the School Board with Cause. Subject to the provisions of this Article, by a majority vote of its membership, the School Board shall have the right to immediately terminate this Agreement without notice and to remove the Interim Superintendent from office for any of the following reasons:

- i. Mutual agreement by and between the School Board and

the Interim Superintendent.

ii. Voluntary retirement by the Interim Superintendent as defined by the Florida Retirement System (FRS).

iii. In the event of disability by illness or incapacity, whether physical or mental, causing inability to perform his duties.

iv. The death of the Interim Superintendent.

v. The knowing and intentional violation by Interim Superintendent of any State or Federal law.

vi. The commission by the Interim Superintendent of any offense for which dismissal action against instructional personnel may be pursued as set forth in Section 1012.33, Florida Statutes, and more particularly defined in Florida Administrative Code, Section 68-4.009, or any other conduct which impairs his effectiveness as the Superintendent of the Lee County School District.

C. Termination by Superintendent

The Interim Superintendent may terminate this agreement by providing 30 days written notice in compliance with paragraph 13.

D. Termination Date

Compensation provided to the Interim Superintendent pursuant to this agreement shall cease upon the date of termination.

10. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

11. APPLICABLE LAW

This contract shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this contract, the parties agree that venue shall be in Lee County, Florida.

12. ASSIGNMENT

This contract shall inure to the benefit of and shall be binding upon School Board, its successors and assigns, and the Interim Superintendent, his heirs and

personal representatives, but may not be assigned by the Interim Superintendent.

13. NOTICES

Any notice required or permitted to be given under this contract shall be sufficient in writing and sent by registered or certified mail to the party involved. Three days after the date of mailing of such notice shall be deemed to be the date of delivery thereof. Such notice shall also be sufficient in writing and hand delivered.

14. ATTORNEYS FEES

Subject to Section 768.28, Florida Statutes, in the event either party breaches this agreement and the other party is required to enforce the terms of this agreement, the prevailing party in any litigation shall be entitled to recover any and all costs incurred including a reasonable attorneys fees prior to trial at trial and/or on appeal. Notwithstanding the forgoing, the Interim Superintendent and School Board acknowledge and agree that School Board is entitled to the benefits of sovereign immunity as provided by Florida law and in no event shall Board's liability under this section exceed the liability limits established by Section 768.28, Florida Statutes.

15. ENTIRE AGREEMENT

This contract contains the entire agreement concerning employment arrangements between School Board and the Interim Superintendent. This contract may not be changed, modified or amended except by a writing signed by both parties.

16. PARAGRAPH HEADINGS

The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this contract.

17. INTELLECTUAL PROPERTY CLAUSE

The Interim Superintendent may, during the term of this Contract and in the course of performing the professional services set forth in this Contract, create original works of authorship or otherwise conceive or develop intellectual property (collectively, "Intellectual Property").

Such Intellectual Property shall not be deemed a work made for hire and shall be the sole property of the Interim Superintendent without regard to whether the Intellectual Property was created or developed during Interim Superintendent normal working hours or whether the Intellectual Property was created or developed using district resources. Interim Superintendent hereby grants to the district a non-exclusive, royalty-free license to use any such Intellectual Property to the extent such use is necessary to conduct the ordinary business of the district or the School Board or is otherwise a Fair Use under federal law.

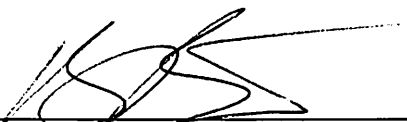
IN WITNESS WHEREOF, School Board has approved this employment contract at a special action meeting and the Interim Superintendent has approved this employment contract on the day and year specified above.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____
Debbie Jordan, Chair

By: _____
Dr. Kenneth Savage, Interim Superintendent

Approved as to Form and Legal Sufficiency

By:  _____
Kathy Dupuy-Bruno, Esq.,
School Board Attorney and General Counsel