

**EMPLOYMENT CONTRACT BETWEEN
CHRISTOPHER BERNIER, Ed.D.
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA**

This is an employment contract made and entered into this ____ day of March, 2022, by and between the School Board of Lee County, Florida (hereinafter referred to as "School Board") and Dr. Christopher Bernier, (hereinafter referred to as "Superintendent").

WHEREAS, the School Board is responsible for retaining a Superintendent of Schools for the Lee County School District (hereinafter referred to as "Schools" or "School District");

WHEREAS, the School Board has offered and the Superintendent has agreed to be employed by the Board in such capacity, and on the terms and conditions provided herein, given the Superintendent and the Board's mutual commitments to the furtherance of the Schools;

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

1. DUTIES

In accordance with Agenda Item C.1. adopted by the School Board at its Board meeting held February 1, 2022, the Board hereby employs Superintendent as Superintendent of Schools, and Superintendent hereby accepts and agrees to such employment. The 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, as may be amended, and any successor provision thereto, the rules and regulations of the State of Florida Board of Education, and the rules and regulations of the Board (hereinafter referred to as the "Board Policies"), all as may be amended and any successor provisions thereto, and he will perform all duties which may be lawfully required of him by the Board. The 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 Superintendent of the Lee County School District during the term of this and any subsequent contracts as long as he is employed as the Superintendent of the School District unless specifically approved by the School Board.

The Board shall provide Superintendent, and Superintendent shall take, execute and file,

all oaths of office or other documents required under federal, state or local laws for the Superintendent's assumption of his duties hereunder, payroll tax purposes and personnel records requirements.

Specifically, Superintendent's duties include, but are not limited to:

- A. Serve as the Chief Executive Officer of the School District in accordance with Florida Statutes, state rules and School District Policies. All powers and duties necessary to the efficient management and administration of the School District shall be delegated to the Superintendent to the full extent permitted by law;
- B. Work with School District personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes;
- C. Represent the interests of the School District in day-to-day contact with parents, citizens, the community and other governmental agencies;
- D. Provide leadership, guidelines and directions to ensure implementation of the School District's strategic plan, Board Policies as they relate to the School District;
- E. Report information and analyses regularly to the School Board and School District regarding student achievement and test scores;
- F. Review all School Board policies and make appropriate recommendations to School Board for revisions, additions, deletions and modifications to such policies with the assistance District staff and of the School Board Attorney;
- G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees in accordance with Florida Statutes, State Board of Education Rules, and the policies adopted by the School Board;
- H. Provide leadership and direction in planning and financing the maintenance of existing schools and to meet the capacity needs of the School District by planning for and building new schools;
- I. Advise and make recommendations to the School Board and School District regarding possible sources of funds that may be available to implement present or contemplated district programs;

- J. Maintain and improve his professional competency by all available means including, without limitation, reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities;
 - K. Establish and maintain an effective community relations program including effective relationships with the media;
 - L. Communicate openly, systematically and in a timely manner with the School Board, district staff and the community and to promptly inform the School Board of critical issues or incidents;
 - M. Provide educational leadership to ensure quality teaching and learning; and
 - N. Perform such other duties, responsibilities and functions as assigned or required by the School Board.
2. COMMENCEMENT DATE, TERM OF EMPLOYMENT, AND POSSIBILITY OF ELECTED SUPERINTENDENT AND TRANSITION PERIOD

The Superintendent understands that the Florida State Legislature currently has a ballot initiative requesting Lee County voters to change how the Lee County School District Superintendent is selected. The initiative seeks voter approval to transition from an appointed to an elected Superintendent. If the initiative is placed on the ballot and approved by the Lee County voters in November 2022 and the election is certified, then an election for the Lee County Superintendent of Schools will take place during the 2024 election cycle.

Notwithstanding the above, the School Board, in consideration of the promises herein contained, hereby employs, and the Superintendent hereby accepts employment, as the Superintendent of Schools for the Lee County School District for an initial term of two and a half years (2 1/2) years commencing on May 16, 2022. Should the outcome of the November 2022 Lee County election result in the approval of the ballot initiative to create an elected Superintendent of Schools position, the terms of this agreement will officially end upon the swearing in of the elected superintendent in November of 2024, unless earlier terminated as provided in this Agreement. If the bill does not pass the Florida State Legislature or if the outcome of the November 2022 Lee County election results in the disapproval of the ballot initiative, then the term of this Agreement shall be automatically extended and continue in full force and effect for an additional one (1) year term ("Extension Term"), unless one party shall deliver a notice of nonrenewal to the other party at least ninety (90) days prior to the end of the Original Term. Prior to the effective

date of the Extension Term, either party, by mutual agreement, may change any of the terms herein by an amendment to this Agreement. The School Board shall ensure that the Superintendent is paid for any overlap in time due to the date an elected Superintendent is sworn in. Nothing herein prevents the Superintendent from running for the elected position.

3. COMPENSATION

For all services rendered by the Superintendent pursuant to this Agreement, the Superintendent shall receive an annual base salary of Two Hundred and Fifty-Five Thousand Dollars (\$255,000.00) per annum less appropriate deductions for federal, state and local tax withholding. Such Salary shall be paid in accordance with the Board's normal payroll practices. This annual salary will increase in an amount equal to the percentage increase for 12-month District Administrative Personnel for that fiscal year. Said increase will go into effect at the same time as District Administrative Personnel.

4. MOVING AND TRANSITION EXPENSES

The School Board shall reimburse the superintendent for up to Twenty thousand dollars (\$20,000) in moving and transition expenses. These expenses include moving, transportation, lodging, temporary housing, and travel related (rental car, air fare) expenses. Reimbursement shall be made upon presentation of receipts for same. The School Board agrees to pay Ten thousand dollars (\$10,000) to the Superintendent up front upon execution of this Agreement subject to the same receipt requirements.

5. 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 in addition to what is provided herein; including, but not limited to, all forms of insurance protection, choice of tax-sheltered annuities, increase in salary, sick leave, vacation leave, reimbursement for costs of official travel, bonuses, and other administrative benefits. In addition, the Superintendent shall be entitled to the following:

- A. Retirement Investment Account. In addition to the base salary provided above, the Board shall contribute at each end of the month payroll an amount equal to twenty percent (20%) of the Superintendent's then current monthly base salary.

The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (hereinafter referred to as the "Code") and a plan

established under Section 401(a) of the Code where appropriate. The 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the Board and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan and 401(a) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan and 401(a) plans shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan.

Each contribution to the Supplemental Retirement Plan and earnings thereon shall become 100% vested with the Superintendent immediately, provided that the Superintendent is still employed with the District on that date.

- B. Annual Leave. The Superintendent shall be privileged to take the number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The Superintendent's accrued and unused vacation days shall carry over from year to year. Additionally, in order to provide essential services to the District, the Superintendent may not be able to use all of his earned vacation in a year and/or may be unable to schedule vacation at a desirable time. In consideration of such circumstances, at Superintendent's election, Superintendent may sell back up to six (6) vacation days accrued but not used during the fiscal year, to the School Board, annually on June 30 beginning in the second year of this agreement, and the School Board shall pay Superintendent for up to (6) vacation days at 100% of Superintendent's current daily rate for each vacation day sold back. The Superintendent's "Daily Rate" shall be determined by dividing the Superintendent's then current annual salary by 255. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

6. LIFE INSURANCE BENEFIT

The Superintendent may purchase term life insurance coverage in the amount of three (3) times his annual base salary. The School Board shall reimburse the Superintendent up to \$2,400 towards the cost of the life insurance policy. All life insurance policies provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary under each of the life insurance policies.

7. DISABILITY INSURANCE BENEFIT

The School Board shall pay for the Superintendent a long-term disability insurance policy with a 90-day elimination period that will provide him with disability income equal to sixty percent (60%) of his annual salary.

8. DEATH DURING EMPLOYMENT

If the Superintendent dies during the term of this Agreement, the School Board shall pay the estate of the Superintendent the compensation which would otherwise be payable to the Superintendent up to the end of the month in which his death occurred, plus all amounts due for accumulated vacation and sick leave referenced in paragraphs above. This payment should be in addition to any and all other death benefits for which the Superintendent may be qualified and entitled to receive.

9. PROFESSIONAL ASSOCIATIONS

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 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 Superintendent's duties. Necessary fees for travel and expenses shall be reimbursed as permitted by state law. 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.

10. REIMBURSABLE EXPENSES AND COACH

In order to assist and enhance the Superintendent's ability to perform his job responsibilities, to the extent permitted by law, the School Board shall pay or reimburse the Superintendent for reimbursable expenses incurred by him in the performance of his duties under this Agreement. The School Board agrees to pay or reimburse the Superintendent for the expenses of his travel in the performance of his official duties.

Such expenses shall include, without limitation, those for airline tickets, hotels, and accommodations, meals, rental car, and other reasonable expenses incurred in the performance of the business of the school district. All expenses that are payable or reimbursable under this section shall be governed by all applicable law and School Board policy.

11. COACH

In order to model continued professional development for all District employees and promote a culture of improvement, the School Board shall annually provide funds through the adopted budget for the Superintendent to be provided with a Coach/Mentor to assist the Superintendent to ensure his success. The amount allocated shall not exceed \$50,000 per year.

11.12. VEHICLE

~~The duties and responsibilities of his office will require the Superintendent to travel extensively in county by automobile throughout the School District. School Board shall provide Superintendent an automobile for his School District use from the School District's fleet, and shall pay all expenses or provide any necessary services through its fleet maintenance program related to the operation of the automobile including expenses for fuel, oil, insurance, maintenance and repairs for the term of this Agreement. The Superintendent's permitted use of the School District fleet automobile includes its incidental use for personal transportation.~~

The duties and responsibilities of his office will require the Superintendent to travel extensively in county by automobile throughout the School District. The Board shall provide the Superintendent with an automobile allowance in the sum of Five-Hundred Dollars (\$500) per month, for travel to destinations within the District, which payment is in lieu of mileage expense reimbursement, gasoline or other vehicle upkeep charges associated with such travel. This allowance shall be paid in addition to the annual salary set forth in Section 3 above.

12.13. ELECTRONIC COMMUNICATIONS

The School Board shall provide the Superintendent and bear the expense for communications technology equipment as he may reasonably request for use in his office, residence, and automobile for the conduct of his duties and responsibilities and for incidental personal use. The superintendent acknowledges that his communications for business purposes using such equipment are subject to the provisions of Florida's Public

Records Law [Section 119.07, Florida Statutes].

~~13.~~14. BOARD RELATIONS/COMMUNICATIONS

School Board and Superintendent wish to work as a governance team to effectuate its strategic plan. Thus, the School Board and Superintendent agree to the following:

- A. School Board and Superintendent agree that they shall work with each other in the spirit of cooperation and team work and shall provide each other periodic opportunities to discuss relationship and communications. Periodically, School Board and Superintendent shall meet to discuss how they will communicate and work cooperatively together. These meetings shall be in compliance with Fl. Stat. 286.011 (Sunshine Law.)
- B. School Board and Superintendent agree to work with one another in compliance with federal and state laws, School Board policies, and protocols. Superintendent shall advise and consult with School Board as statutorily required.
- C. Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by School Board to Superintendent to the extent permitted by law.
- D. School Board recognizes that it is a collective body and each School Board Member recognizes that his or her power as a School Board Member is derived from the collective deliberation and action of School Board as a whole in a duly-constituted meeting and that there is no individual authority to give direction to Superintendent or any School District staff member regarding the management of the School District or the solution of specific problems, unless, at such duly constituted meeting, School Board has agreed to delegate such authority to the Chair or other School Board Member.
- E. It is agreed that School Board, individually and collectively, will refer promptly to Superintendent for study and recommendation of any criticism, complaints and suggestions brought to the attention of School Board or any member thereof.
- F. School Board and Superintendent agree that, absent an emergency, Sunday is not a workday within the intention of the Parties to this Agreement.

~~14.~~15. EVALUATION

The Board shall provide the Superintendent periodic opportunities to discuss Superintendent-Board relationships and each Board member may meet individually with the Superintendent to inform the Superintendent from time-to-time of any inadequacies in such relationships perceived by the Board member, and to advise of those areas of the Superintendent's performance deserving of commendation and accolades. Evaluations of the Superintendent's job performance shall be based upon the Superintendent's job description, the powers and duties of a Superintendent of Schools as described in Florida Statutes, the goals and performance objectives established under or pursuant to this Agreement, the Superintendent's management of the School District, the Superintendent's working relationship with the School Board and the contractual expectations of the School Board.

No later than July 1, 2022, the Superintendent shall submit to the School Board a model 360-degree assessment instrument. No later than the first School Board briefing meeting in August 2022, the Superintendent and School Board shall meet to discuss and mutually agree on the instrument to be used for the Superintendent's evaluation. The agreed-upon evaluation instrument shall be used to evaluate the Superintendent in November of each year. The School Board must complete the agreed-upon evaluation and must consider the Superintendent's self-evaluation in completing its evaluation.

No later than August 15th of each year the Superintendent shall notify the Board Chair of the Superintendent's need to be evaluated. In September of each year the Superintendent shall provide the School Board with a written self-evaluation, which shall include an assessment of his accomplishments, and no later than the School Board meeting in November, the Board shall share their feedback with the Superintendent.

No later than December 1, 2023 and each November thereafter, the School Board shall meet with the Superintendent to advise regarding his evaluation. In addition, School Board members shall meet individually with Superintendent to share their perspectives on the evaluation. After the evaluation, but no later than January 31st of each year, the Board shall have a workshop to review and discuss existing and new Board goals for the Superintendent. The School Board shall complete an interim assessment of the Superintendent's performance by July 30th of each contract year, in a manner agreed to by the parties. In addition, the School Board shall complete an interim assessment of the Superintendent's performance by November 30, 2022.

The Board at a public meeting may discuss the Superintendent's performance. The Superintendent shall have the right to submit to the Board a written or oral response to the evaluation. In the event that a majority of the members of the Board determine the performance of the Superintendent to be unsatisfactory, the Board shall specify in

reasonable detail the unsatisfactory performance and include recommendations for improvement in all areas in which the Board determines the Superintendent's performance to be unsatisfactory or in need of improvement. In the event of a determination by a majority of the Board of unsatisfactory performance, the Board may establish a probationary period of not less than four (4) nor more than six (6) months. At the end of such probationary period, the Board shall reevaluate the performance of the Superintendent. If, upon reevaluation, a majority of the Board members determine that the performance of the Superintendent continues to be unsatisfactory, the Board may, in its sole discretion, extend the probationary period or terminate the employment of the Superintendent pursuant to **Section 18-19** of this Agreement.

15.16. CONTINUING EMPLOYMENT

In the event this contract of employment is terminated in any manner other than for cause pursuant to **Section 1819**, the School Board, upon recommendation of the successor Superintendent, shall appoint the Superintendent to an administrative position of a pay grade equivalent to that held prior to assumption of duties as Superintendent.

16.17. PROFESSIONAL LIABILITY

Because the position of Superintendent carries with it the potential for Superintendent to become the target of a legal process, the School Board agrees to defend, hold harmless and indemnify Superintendent from any and all demands, claims and other allegations brought against the Superintendent in his individual or official capacity as Superintendent when those demands, claims or other allegations are brought against the Superintendent for acts or omissions of Superintendent while acting within the course and scope of the Superintendent's employment. Such indemnification, however, should not extend to situations where it is determined that the Superintendent committed official misconduct, a willful, wrongful or grossly negligent act or omission, acted in bad faith and should not include any costs, fees, expenses or damages that would be recoverable under the district's insurance contract, held either by the School District or by Superintendent.

17. MEDICAL EXAMINATION

If and when directed by School Board, the Superintendent shall submit to a complete medical examination performed by a medical physician or physicians approved by School Board. Such physician(s) shall report their full findings to the Superintendent personally and shall report to School Board whether the Superintendent is, and is likely to remain, physically able to perform his duties. At the request of School Board, such examinations shall include an evaluation of Superintendent's mental fitness to continue in his position.

School Board shall pay all costs associated with such examinations and reports. The Superintendent authorizes all such examining physicians to report all findings to School Board if School Board requests a full report.

18. TERMINATION OF AGREEMENT

- A. Termination by School Board. Subject to the provisions of this Section, by a majority vote of its membership, School Board shall have the right to immediately terminate this Agreement without notice and to remove the Superintendent from office for any of the following reasons:
- i. Mutual agreement by and between School Board and Superintendent.
 - ii. In the event of disability by illness or incapacity, whether physical or mental, causing inability to perform his duties.
 - iii. The death of Superintendent.
 - iv. The knowing and intentional violation by Superintendent of any state or federal law.
 - v. The commission by the 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 Superintendent of the Lee County School District.
- B. Termination by Superintendent. The Superintendent may terminate this agreement by providing 90 days written notice.
- C. Compensation. Compensation provided to the Superintendent pursuant to this agreement shall cease upon the date of termination.

19. SAVINGS CLAUSE

If, during the term of this agreement, it is found that a specific clause of the agreement is illegal in federal or state law, the remainder of the agreement shall not be affected and the remainder of the agreement shall remain in force.

20. APPLICABLE LAW

This agreement 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.

21. ASSIGNMENT

This agreement shall inure to the benefit of and shall be binding upon School Board, its successors and assigns, and the Superintendent, his heirs and personal representatives, but may not be assigned by the Superintendent.

22. 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.

23. 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 and including a reasonable attorneys fee prior to trial, at trial and/or on appeal. Notwithstanding the forgoing, the 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 School Board's liability under this section exceed the liability limits established by Section 768.28, Florida Statutes.

24. ENTIRE AGREEMENT

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

25. 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.

IN WITNESS WHEREOF, the School Board has approved this employment contract at an action meeting and the 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: _____
Christopher Bernier, Ed.D.

Attest:

Kenneth Savage, Ed.D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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