

SUPERINTENDENT EMPLOYMENT AGREEMENT
LAKE WALES CHARTER SCHOOLS, INC.

This Agreement is made this ____ day of _____, 2022, between the Board of Trustees of Lake Wales Charter Schools, Inc. (“Board”), and Dr. Wayne V. Rodolfich, (“Superintendent”).

RECITALS

In accord with the authority of the Board to appoint and employ a system school superintendent, the Board desires to employ the services of Dr. Wayne V. Rodolfich as the Superintendent of the Lake Wales Charter Schools system, and to enable him to perform the duties set forth in Florida Statutes 1001.462, 1001.464, 1001.47(4)(5), 1001.48, 1001.49, 1001.50, 1001.51, and 1001.53, Florida Statutes; and

Dr. Rodolfich is willing to provide and faithfully perform the services and duties of Superintendent for the Board throughout the term of this Agreement.

Therefore, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

AGREEMENT

I. Superintendent of Lake Wales Charter Schools, Inc.

The Board of Trustees appoints Dr. Wayne V. Rodolfich as Superintendent of the Lake Wales Charter Schools effective July 1, 2022.

II. Services and Duties.

- A. Full Time Employment. It is the intent of the parties that this contract provides for Superintendent services with no other right of employment except as set forth. It is further understood between the parties that this is a full-time position and requires the Superintendent's full attention, energy, and best efforts. The workdays will be

consistent with the annual contracted 12-month employee work calendar approved by the Board.

- B. Duties. The Superintendent shall be the Chief Executive Officer of the Lake Wales Charter Schools System and shall have charge of the administration of all public schools of the System. The Superintendent shall provide supervision directly and indirectly of all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the System subject to approval by the Board. The Superintendent's duties relating to the School System shall be as provided by the Board's bylaws and policies, laws of the State of Florida, rules and regulations of other appropriate agencies and such special duties and functions as may be prescribed by the Board from time to time. The Superintendent shall promptly report to the Board all matters pertinent to the Board's responsibility to oversee operation of the System.
- C. Certification. The Superintendent shall at all times during the term of this Agreement obtain (if necessary), maintain, and keep current a valid FADSS or DOE certification in administration and supervision (or equivalent) as issued by the Florida Department of Education. If the Superintendent does not have a valid FADSS certification in administration and supervision (or equivalent) as issued by the Florida Department of Education, the Superintendent has one year to obtain the certification as long as the program is fully available within the one year. The Superintendent shall notify the Board immediately of any change in the status of the certification. Suspension, revocation, or lapse of the certification shall be

deemed a material breach of this Agreement by the Superintendent and shall release the Board from all obligations under this Agreement.

- D. Residence. During the employment under this Agreement, the Superintendent shall continually maintain a residence in the greater Lake Wales, Florida area, within six (6) months of employment and possess a valid Florida drivers' license.

III. Term of Agreement.

This Agreement for the Superintendent's employment shall commence July 1, 2022 and shall remain in full force and effect, continuously, until June 30, 2025, unless terminated sooner pursuant to this Agreement.

IV. Renewal Options.

On or before January of the last year during the term of the Agreement, the Board will decide whether to extend the term of this Agreement:

- A. By taking no action, in which event the term of this Agreement shall be automatically extended by one additional year beyond its current term; or
- B. By taking action to extend this Agreement for one or more additional years beyond its current term; or
- C. By taking action to not extend this Agreement beyond its current term.

V. Compensation.

For all services rendered by the Superintendent under this Agreement, the Board shall pay and provide for the Superintendent the salary, and other benefits described below:

- A. Base Salary. The Superintendent shall receive an annual salary of one hundred and seventy-five thousand dollars (\$175,000.00) from the beginning of the term of the Superintendent through the end of this Agreement. Beginning with the fiscal year July 1, 2022 - June 30, 2023, and each subsequent fiscal year thereafter, if the

Superintendent receives an overall performance rating of satisfactory or greater on the annual evaluation, then the Superintendent shall receive for that fiscal year the same percentage wage increase, if any, as the Board approves for other 12-month administrators. In no event shall the Superintendent receive less in base salary in subsequent years than in the immediate prior year of this Agreement.

- B. Florida Retirement System. The Superintendent shall participate in the Florida Retirement System subject to the applicable laws and rules.
- C. Performance Salary Incentive. In addition to the base salary provided above, the Superintendent shall be eligible to receive salary enhancements if:
 - 1. The Superintendent maintains all seven school grades as a “C” or above payable upon the release of the school grades (a \$5,000 annual enhancement) and
 - 2. It is specifically understood between the parties that any salary enhancement earned under this paragraph shall not be considered part of the Superintendent’s base salary.
- D. Automobile Allowance. Pursuant to Charter Schools Travel Policy, The Charter Schools will reimburse the Superintendent for travel while on charter school business of personal vehicle use at the standard IRS rate plus any out of pocket expense.
- E. Moving and Temporary Living Expenses. The Board shall disburse to the Superintendent \$7,500.00 for moving and temporary living expenses to relocate to the greater Lake Wales, Florida area.

- F. Technology Costs. The Board shall provide and pay the initial and ongoing charges for the technology to carry out the duties of the Superintendent (e.g. a cellular phone, tablet and laptop).
- G. Membership Dues. The Board shall pay the Superintendent's annual membership fees for the National Career Academy Coalition, and, with prior approval from the Board, membership dues of other professional organizations that will contribute to the Superintendent's duties.
- H. Business Expenses. The Board will reimburse the Superintendent for civic and community activities, civic club memberships that the Superintendent believes will benefit the School System, fulfill speaking engagements, and activities that promote good relations with the public, business community and other community and civic leaders, in which the Superintendent actively stays involved.
- I. Per Diem and Travel Expenses. The Board shall reimburse the Superintendent, for authorized and reasonably necessary out-of-county travel and per diem expenses incurred as a result of the Superintendent providing services to the School System pursuant to this Agreement, in accordance with the provisions for per diem and travel expense reimbursement of public officers set out in Section 112.061, Florida Statutes.
- J. Leave. The Superintendent will annually receive 10 vacation days in addition to vacation leave accrual as specified in the Charter Schools Employee Handbook.
- K. Terminal Pay. Upon termination of employment, the Superintendent shall receive "Terminal Pay" in a lump sum, pursuant to applicable state law and Board policy and subject to the limitations in Sections 1012.61 and 1012.65 Florida Statutes. This lump sum payment shall be in addition to any other amount payable to the

Superintendent upon termination of employment under this Agreement, including accrued and unpaid business expense reimbursement. The computation of terminal pay for the Superintendent shall be done under the same rules, limitations and policies that govern other charter school employees.

- L. Other Benefits Not Specifically Mentioned in this Agreement. The Superintendent is eligible to participate in other benefits that are afforded to twelve (12) month administrative employees of the School System, under the same terms and conditions as other administrative employees, including but not limited to life insurance and participation in the health plan. The Superintendent shall also be eligible to exercise any retirement option available to other administrators of the School System. If the Superintendent retires from the School System, the Superintendent shall retain the right, under the same eligibility requirements as other employees, to participate in such School System group insurance plans in effect at such time, if any, which participation shall be at no expense to the Board.

VI. Termination of the Agreement.

- A. Termination Without Cause. If the Superintendent is terminated by the Board without cause during the term of this Agreement or any extension, or if the Board fails to renew this Agreement without having given the minimum notice, the Board shall pay to the Superintendent, as liquidated damages a sum equal to 20 weeks of severance pay. The Superintendent shall also be compensated for all earned and accrued Terminal Pay.
- B. Termination for Cause. The Superintendent can be terminated during the contract term by the Board for cause, without obligation for compensation unaccrued at the

date of termination, for reasons set forth in the Florida Statutes, Florida appellate case law, failure to perform the duties of the office, or failure to follow the directions of the (collective) Board of Trustees.

1. If the Superintendent is guilty of immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of drugs or conviction of a crime involving moral turpitude, the Superintendent may be suspended immediately with or without pay.
2. Written notice of the charges by the Board and its decision to terminate the Superintendent shall be delivered to the Superintendent. The Superintendent shall have an opportunity in no greater than twenty (20) days after receiving the written charges for an informal hearing before the Board. Any Board action at the informal hearing is not quasi-judicial. It is the Board's absolute prerogative to continue or not continue the Superintendent's employment.
3. If the Superintendent engages legal counsel to represent the Superintendent, it will be at the Superintendent's cost.

C. Superintendent Resignation. If the Superintendent should at any time elect to resign, then the Superintendent agrees to provide the Board not less than ninety (90) days prior written notice of the resignation. Ninety (90) days after delivery of the notice to the Board this contract shall terminate (absent the Board electing to terminate the Contract earlier or unless the parties mutually agree to a different date of resignation). Absent a mutual agreement or a vote by the Board to terminate this Contract earlier, such written resignation shall become final and effective on the 90th day after its delivery to the Board. Regardless of whether accepted or not by

the Board, the written resignation may not be withdrawn or revoked by the Superintendent without agreement by the Board at a regularly scheduled meeting. All salary and other benefits payable or accrued to the Superintendent under this Contract shall be prorated as of the effective date of the resignation. The Superintendent shall be entitled to receive payment for any earned, accrued and any unused annual leave.

- D. Incapacity. In the event that the Superintendent is unable to perform any or all duties due to illness, accident, or other cause with the inability to perform continuing for a period of more than thirty (30) consecutive days, the Board can, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of the Superintendent under this Agreement. If such incapacity continues for more than ninety (90) consecutive days, the Board can, in its sole discretion terminate this Agreement upon which the respective duties, rights, and obligations of the parties shall terminate including any obligations for severance pay.
- E. Death. This Agreement shall be terminated on the death of the Superintendent. If termination is due to death, the Superintendent's estate or designated beneficiaries shall receive such benefits under any death benefit plan that in effect for the employees of the System in which the Superintendent participated and any salary, reimbursement, earned, accrued and unused annual leave or benefits, plus any other payments due and owing under this Agreement as of the date of death.

VII. Goals. The Board and Superintendent will, working together, establish or update the System's Strategic Plan and set annual goals for the School System on or before June 30th of each year.

VIII. Evaluations.

- A. Annual Evaluation. The Board shall evaluate the Superintendent on or before June 30th of each year during the term of this contract. The evaluation shall be in writing, shall be a public document and shall be placed in the Superintendent's personnel file. The evaluation shall be based upon the System's Strategic Plan, the System's goals and other relevant factors affecting the Superintendent's job performance.
- B. Interim Evaluation. The Superintendent can request in November of each year an Interim Evaluation. If requested, the Board shall provide an interim evaluation in December.

IX. Indemnification. To the extent allowed by law, the Board will defend, hold harmless and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent individually or in the capacity as agent or employee of the Board that may arise while the Superintendent is acting within the scope of employment and is not acting in bad faith, with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. Criminal litigation shall not be included in this indemnity clause. This clause shall be interpreted and construed in a manner consistent with Florida Statutes governing the indemnification of Florida School Board employees. The indemnification will cover the Superintendent until the end of any filed action or lawsuit if the action or lawsuit is based on alleged actions during the Superintendent's term. No Board

member shall be personally liable to the Superintendent for any cost, expense, fee or judgment arising from matters described in this paragraph.

X. Applicability of Board Policy and Florida Law.

The Superintendent shall be bound by all policies of the Board and shall faithfully enforce, administer and abide by the same. The Superintendent is bound by the Code of Ethics for Public Employees and Officers in Florida and all other laws of Florida that relate to the operation of a School District and the performance of a Superintendent's duties.

XI. Severability.

If any provisions of this Agreement are held invalid, it shall not affect the validity or enforceability of any other provision. The invalid provision shall be deemed severed from the remainder of the Agreement with the remainder of the Agreement shall be fully enforceable.

XII. Contract Preparation.

The parties acknowledge that they have been advised and have had the opportunity to obtain whatever advice and counsel as necessary for each of them to form a full and complete understanding of all rights and obligations in this Agreement. Each party has had the opportunity to review and negotiate this Agreement. The parties agree that the preparation of this Agreement has been their joint effort. This Agreement contains the parties' mutual expressions and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against either party.

XIII. Amendments.

This Agreement embodies the entire Agreement between the parties and all prior negotiations and understandings, whether written or oral, are deemed to be merged and integrated in this written

Agreement. This Agreement may not be amended except by written Agreement duly adopted by the parties in the manner provided by law.

Executed on this _____ day of _____, 2022.

SUPERINTENDENT,
LAKE WALES CHARTER SCHOOLS, INC.

LAKE WALES CHARTER SCHOOLS
BOARD OF TRUSTEES

By: _____
Dr. Wayne V. Rodolfich, Superintendent

By: _____
Danny Gill, Chair