



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

BB-2.

MEETING DATE	Jun 15 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	BB. BOARD MEMBERS
DEPARTMENT	Board Member - District 5

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

TITLE:
Employment Agreement between The School Board of Broward County, Florida and Barbara J. Myrick

REQUESTED ACTION:
Approve the Employment Agreement between The School Board of Broward County, Florida and Barbara J. Myrick.

SUMMARY EXPLANATION AND BACKGROUND:
At the December 8, 2015 Regular School Board Meeting, the School Board approved the termination of the Employment Agreement with Mr. Paul Carland as General Counsel due to his resignation.
See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
The annual financial impact of this item is \$243,288.00 (including fringe). The source of funding is already included in the General Counsel's department budget. There is no additional financial impact to the District.

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Employment Agreement Barbara J Myrick

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Rosalind Osgood, Chair	Phone: 754 321-2005
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Dr. Rosalind Osgood - Chair

Signature

Signature

Approved In Open Board Meeting On:

JUN 15 2016

By:
School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

At the December 8, 2015, Regular School Board Meeting, the School Board approved the termination of the Employment Agreement with Mr. Carland as General Counsel due to his resignation. A discussion on the search process and appointment of an Interim General Counsel was held with the Legal Services Committee at its meeting on December 7, 2015. As a result of the discussion, it was recommended, and the School Board subsequently approved appointing Barbara J. Myrick as the Interim General Counsel effective January 4, 2016. In addition, approval was sought and approved for the advertisement of the General Counsel Position.

Subsequently, the timeline for selection of the general counsel was discussed during the School Board's January 12, 2016 Workshop. On March 29, 2016, the School Board shortlisted the candidates for interview and on April 6, 2016, The School Board interviewed those candidates with the intent of selecting candidates for invitation to final interviews.

A consensus was reached that the School Board was not ready to proceed to final interviews from the candidate pool and directed the Legal Services Committee to update the job description to require more educational law experience and to bring forth a recommendation on the search process to a Workshop for discussion.

The position and Job Description was discussed at the May 24, 2016 Workshop wherein a consensus was reached on (1) the job description and (2) that the School Board no longer desired to advertise or seek applicants for the general counsel position and instead desired Barbara J. Myrick to serve as General Counsel.

The attached Employment Agreement is being brought forth for The School Board's consideration and approval. The provisions of the Agreement are the same as J. Paul Carland's previous agreement and the salary is consistent with the lowest salary range advertised for the position.

Prior to serving as the Interim General Counsel, Ms. Myrick served the School Board as an Assistant General Counsel since 2007. She is an experienced and respected school lawyer in this District and throughout the State of Florida. In addition, she has extensive experience both in the District and outside of the school system in leading and managing personnel. The combination of her education law background and her management experiences uniquely qualify her for the position.

End of Document

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of this 15th day of June 2016 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “THE SCHOOL BOARD”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BARBARA J. MYRICK
(hereinafter referred to as “MYRICK” or “GENERAL COUNSEL”),
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, THE SCHOOL BOARD is responsible for retaining the GENERAL COUNSEL for THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; and

WHEREAS, THE SCHOOL BOARD has offered and MYRICK has agreed to be employed by THE SCHOOL BOARD in such capacity, and on the terms and conditions provided herein, giving her time, energy and ability to the furtherance of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

WITNESSETH:

NOW THEREFORE, in consideration of the Premises and the mutual agreements herein provided, THE SCHOOL BOARD and MYRICK hereby agree as follows:

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

2. EMPLOYMENT AND TERM. THE SCHOOL BOARD hereby employs MYRICK as GENERAL COUNSEL, and MYRICK hereby accepts and agrees to such

employment, for a term commencing June 16, 2016 and ending June 30, 2018 (“Original Term”), unless terminated earlier as provided in this Agreement. The terms and conditions of employment shall be renewed and automatically extended for one (1) year at the end of each year of this Agreement (“Extension Term”) beginning in May of 2017, if the evaluation of GENERAL COUNSEL by THE SCHOOL BOARD, as set forth in Section 6, below, is satisfactory. This provision is subject to the termination provisions set forth in Section 5. Termination, below. For purposes of this Agreement, “Term of this Agreement” shall mean the Original Term and an Extension Term, if any.

3. DUTIES.

A. The GENERAL COUNSEL shall perform all duties as set forth in the Job Description for General Counsel as approved by THE SCHOOL BOARD, and which may be lawfully required of her by THE SCHOOL BOARD, which shall include, but not be limited to, the examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various departments, preparation of legal opinions for THE SCHOOL BOARD, drafting contracts, and the representation of THE SCHOOL BOARD in litigation and at administrative hearings. The GENERAL COUNSEL shall make assignments of the legal work of THE SCHOOL BOARD to the attorneys assisting her and shall direct the activities of such attorneys. The GENERAL COUNSEL shall oversee the services rendered by outside counsel and be responsible for coordinating services and assessing the scope and performance of services rendered by outside counsel.

B. The GENERAL COUNSEL shall be responsible for the selection, hiring, and supervision of such in house attorneys as may be necessary for the proper handling of the legal work of THE SCHOOL BOARD, subject to the approval of THE SCHOOL BOARD. Presently,

there are five (5) attorneys employed in-house under the supervision of the GENERAL COUNSEL devoting full time to the legal work of THE SCHOOL BOARD.

C. Insofar as the school system's demands for legal services exceed the capacity of the GENERAL COUNSEL and her staff, the GENERAL COUNSEL, with the approval of THE SCHOOL BOARD, shall have the right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for which shall be approved and paid by THE SCHOOL BOARD. The GENERAL COUNSEL will not direct any business of THE SCHOOL BOARD to any company or corporation in which she or any member of her family has an interest.

D. THE SCHOOL BOARD shall furnish the GENERAL COUNSEL with stenographic services, office supplies and equipment, abstract costs, court costs, and adequate office space to maintain and properly staff the Offices of the General Counsel as those needs shall from time to time be required, maintain legal research technology, legal books and publications, and, where necessary, authorize out-of-county travel for the GENERAL COUNSEL.

E. During the term of employment hereunder, the GENERAL COUNSEL shall not render services to anyone other than THE SCHOOL BOARD and shall devote full time to School Board business.

F. The GENERAL COUNSEL will endeavor to obtain Florida Bar Certification in Education Law as soon as possible, but no later than two (2) years after the effective date of this Agreement.

G. As a condition of employment, the GENERAL COUNSEL shall remain a member of the Florida Bar in good standing.

4. COMPENSATION. For all services rendered by the GENERAL COUNSEL pursuant to this Agreement, THE SCHOOL BOARD shall pay to and provide for the GENERAL COUNSEL the salary, and other benefits described in this Agreement.

A. Salary. The GENERAL COUNSEL will receive an annual salary of \$200,000.00 subject to additional increases as described below, less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with THE SCHOOL BOARD's normal payroll procedures for administrative employees.

During each year of the term of this Agreement, the GENERAL COUNSEL'S salary shall be increased by the percentage of salary increase provided to other 12-month administrative employees of THE SCHOOL BOARD. Each such increase to the GENERAL COUNSEL's salary shall become effective as of the date of THE SCHOOL BOARD's approval of the increase applicable to its 12-month administrative employees.

B. Retirement. In addition to the salary provided in Paragraph A above, the GENERAL COUNSEL may continue to participate in the Florida Retirement System, as provided for in Chapter 121, Florida Statutes, as may be amended, and all other retirement programs for which she is or may become eligible during the term of this Agreement. THE SCHOOL BOARD shall take whatever action necessary to maintain the position of GENERAL COUNSEL as Senior Management Service Class in the Florida Retirement System.

C. Expenses. THE SCHOOL BOARD shall establish a budget to pay or reimburse the GENERAL COUNSEL and members of her staff for their reasonable and necessary expenses incurred in the performance of their duties hereunder in accordance with applicable state law and SCHOOL BOARD policies and rules. Without limiting the generality of the foregoing, THE SCHOOL BOARD shall budget expenses for the GENERAL COUNSEL and for members of her

staff designated by her to attend professional and official meetings, seminars, continuing legal education programs, conventions, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of their duties hereunder without further SCHOOL BOARD approval, and shall pay all membership fees and dues (including Bar dues) of the GENERAL COUNSEL and her staff in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in furtherance of the performance of their duties hereunder. The GENERAL COUNSEL and her staff may hold offices or accept responsibilities in such professional organizations and associations, provided that such responsibilities do not interfere with the performance of their duties to THE SCHOOL BOARD.

D. Employee Benefits. For each year of this Agreement, the GENERAL COUNSEL will be entitled to all benefits provided to the District's administrative employees, including pension contributions, health insurance, and vacation. The GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other administrative employees of THE SCHOOL BOARD.

E. Other Benefits. The GENERAL COUNSEL shall have the right to participate in any benefit or program to which other 12-month administrative employees of THE SCHOOL BOARD are entitled, unless otherwise expressly set forth herein.

F. Vacation, Sick Leave, and Terminal Pay.

1. Vacation, Sick Leave, and Holidays. During the term of employment under this Agreement, the GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by School Board policies for administrative employees on 12-month calendars. In addition, the GENERAL COUNSEL shall be entitled to sick leave as authorized by School Board policies for administrative employees on 12-month calendars. The GENERAL

COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of THE SCHOOL BOARD.

2. Terminal Pay. Upon termination of employment, the GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended; and (b) payment in a lump sum of accrued, but unused, sick leave at the rates and up to the limits set forth in Board Policy 4305, as amended. These lump sum payments shall be in addition to any other amounts payable to the GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. THE SCHOOL BOARD shall have the right to terminate the GENERAL COUNSEL's employment hereunder in the event of her disability (as herein defined) to perform fully her duties hereunder. For purposes of this Agreement "Disability" is herein defined as the GENERAL COUNSEL's permanent and total disability such that the GENERAL COUNSEL is unable to perform her duties as GENERAL COUNSEL as set forth in Section 3. Duties, herein for a period in excess of six (6) consecutive months. Disability does not include any conditions (temporary or permanent) affecting her duties which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). In such event, THE SCHOOL BOARD shall pay GENERAL COUNSEL in full satisfaction of THE SCHOOL BOARD's obligations hereunder, a lump sum equivalent to her salary for twenty (20) weeks at the rate then in effect plus termination benefits set forth in Section 4F of this Agreement. The GENERAL COUNSEL agrees that THE SCHOOL BOARD shall have sole and absolute discretion to decide upon such

termination, and that in the event of such termination she waives all rights to contest or challenge THE SCHOOL BOARD's decision and will accept the benefits provided above in full satisfaction of THE SCHOOL BOARD's obligations hereunder and in full release of any and all claims against THE SCHOOL BOARD under this Agreement.

B. Payment in the Event of Death. In the event of the death of the GENERAL COUNSEL at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to her surviving spouse, if any, or if the GENERAL COUNSEL does not have a surviving spouse, to the GENERAL COUNSEL's estate, an amount equal to the portion of the GENERAL COUNSEL's salary to which she was entitled through the date of her death, payable within one month of the date of her death, plus the termination benefits set forth in Section 4F together with such payments or benefits as are authorized by law or School Board policies.

C. Termination by Resignation. The GENERAL COUNSEL may resign during the term of this Agreement without the consent of THE SCHOOL BOARD upon ninety (90) days notice. In such case, she will receive the termination benefits set forth in Section 4F of this Agreement.

D. Termination Without Cause. During the first two (2) years of this Agreement, the GENERAL COUNSEL may be terminated without cause or any reason by THE SCHOOL BOARD upon thirty (30) days written notice to the GENERAL COUNSEL. In such case, the GENERAL COUNSEL shall be paid the balance due through the end of the Original Term of this Agreement or for six (6) months, whichever is a lesser time period, in addition to the termination benefits set forth in Section 4F of this Agreement. Thereafter, this Agreement may be terminated without cause or any reason by THE SCHOOL BOARD and upon five (5) months prior written notice to the GENERAL COUNSEL. In such case, the GENERAL COUNSEL will

be entitled to termination benefits set forth in Section 4F of this Agreement.

E. Termination for Unsatisfactory Performance. THE SCHOOL BOARD may dismiss the GENERAL COUNSEL during the term of this Agreement for the unsatisfactory performance of her duties after completion by THE SCHOOL BOARD of an evaluation conducted in accordance with the Evaluation Procedures set forth in Section 6 of this Agreement. THE SCHOOL BOARD shall be the sole determinant of the GENERAL COUNSEL's unsatisfactory performance. In such case, the GENERAL COUNSEL shall be entitled to the termination benefits set forth in Section 4F of this Agreement.

F. Termination for Cause. Aside from THE SCHOOL BOARD'S rights to terminate above, THE SCHOOL BOARD may dismiss the GENERAL COUNSEL for Cause. For purposes of this Agreement, "Cause" is herein defined and includes, but not limited to, the grounds set forth in Section 1012.33(4)(c), Florida Statutes, as may be amended or any successor provisions thereto. In the event THE SCHOOL BOARD intends to dismiss the GENERAL COUNSEL for cause, the SCHOOL BOARD shall provide the GENERAL COUNSEL with written notice of the specific grounds for such "cause" termination. Furthermore, the GENERAL COUNSEL shall have the right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120 of the Florida Statutes, as may be amended or any successor provision thereto. Should the GENERAL COUNSEL prevail in the administrative hearing, she shall be reinstated in good standing and awarded any back pay including any period for appeals. Should the SCHOOL BOARD prevail in such proceeding, the GENERAL COUNSEL shall be entitled to Terminal Pay as set forth in Section 4F of this Agreement.

6. ANNUAL EVALUATION. Commencing in May of 2017 and at least once a year thereafter, THE SCHOOL BOARD shall evaluate the GENERAL COUNSEL's

performance of her duties.

Evaluation Format and Procedures. THE SCHOOL BOARD and the GENERAL COUNSEL shall mutually develop an evaluation format and procedures acceptable to both parties to use in the evaluation of the GENERAL COUNSEL within 90 days of the date of this Agreement, or a date certain as mutually agreed to by the parties. THE SCHOOL BOARD shall then distribute these forms relating to legal services provided by the GENERAL COUNSEL to be completed by individual Board Members.

7. ANNUAL REPORT. Commencing in May of 2017 and thereafter June 30 of each year during the Term of this Agreement, the GENERAL COUNSEL will provide to THE SCHOOL BOARD an annual report of legal services provided by the Office of the General Counsel. The SCHOOL BOARD and the GENERAL COUNSEL shall mutually develop the format for the annual report in conjunction with the design of the evaluation system as set forth in Section 6.

8. ENTIRE AGREEMENT. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. NOTICE. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present,

the Parties designate the following as the respective places for giving notice:

To THE SCHOOL BOARD: Chair
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To MYRICK: Barbara J. Myrick
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

10. ASSIGNMENT. This Agreement shall inure to the benefit of, and shall be binding upon, THE SCHOOL BOARD, its successors and assigns, and the GENERAL COUNSEL, her heirs and personal representatives, but may not be assigned by the GENERAL COUNSEL.

11. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

12. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

14. AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and

affixed their seals at Fort Lauderdale, Broward County, Florida, this 15th day of June 2016.

FOR THE SCHOOL BOARD



(Corporate Seal)

ATTEST:

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Rosalind Osgood*
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:

myr

FOR BARBARA J. MYRICK

[Signature]
Witness

[Signature]
Barbara J. Myrick

Joanne C. Fritz
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by BARBARA J. MYRICK who is personally known to me or who produced n/a as identification and who did/did not first take an oath this 8th day of June, 2016.

My Commission Expires:



JOANNE C. FRITZ
MY COMMISSION # FF 946387
EXPIRES: April 28, 2020
Bonded Thru Budget Notary Services

Joanne C. Fritz
Signature – Notary Public
Joanne C. Fritz
Notary's Printed Name

(SEAL)

Notary's Commission No.