



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

HH-1.

MEETING DATE	2018-11-07 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	HH. OFFICE OF THE GENERAL COUNSEL
DEPARTMENT	Office of the General Counsel

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 for Assistant General Counsel Eric W. Abend

REQUESTED ACTION:

Approve the Employment Agreement for Assistant General Counsel Eric W. Abend.

SUMMARY EXPLANATION AND BACKGROUND:

The position of Assistant General Counsel became vacant on June 30, 2018 and was advertised in the Florida Bar News and on the District Website from August 1, 2018 to August 15, 2018. A total of 24 resumes were received and screened. Six candidates participated in an initial interview and two individuals proceeded to a second interview.

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:

There is no additional financial impact for this item as funds are already allocated in the General Counsel's Department budget for Fiscal Year 2018-2019.

EXHIBITS: (List)

(1) Summary Explanation and Background Continued (2) Employment Agreement between The School Board and Eric Abend

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Barbara J. Myrick, Esq.	Phone: 754-321-2050
Name:	Phone:

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

Barbara J. Myrick - General Counsel

Signature

Barbara J. Myrick

10/30/2018, 6:29:57 PM

Approved In Open
Board Meeting On:

NOV 07 2018

By:

Nora Lupat

School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

The position of Assistant General Counsel became vacant on June 30, 2018 and was advertised in the Florida Bar News and on the District Website from August 1, 2018 to August 15, 2018. A total of 24 resumes were received and screened. Six candidates participated in an initial interview and two individuals proceeded to a second interview.

Initial interviews were held on October 10, 2018. The interview panel consisted of Marylin Batista, Deputy General Counsel and Robert Paul Vignola, Deputy General Counsel. Second interviews were conducted on October 19, 2018 and the interview panel consisted of Barbara J. Myrick, General Counsel, as well as Mr. Vignola and Ms. Batista. The interview team reached consensus and recommends Eric Abend for the position of Assistant General Counsel. Mr. Abend's primary responsibility will be reviewing contracts.

Mr. Abend currently works at Ryan and Ryan, PA, a local law firm that works with local city governments. Mr. Abend brings experience to the General Counsel's Office in the areas of contracts, public records and procurement.

A salary of \$110,000 was negotiated with Mr. Abend based on his experience and qualifications.

End of Document

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 7th day of November 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
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

ERIC W. ABEND
(hereinafter referred to as "ABEND" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC desires that ABEND be employed as ASSISTANT GENERAL COUNSEL, and ABEND desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **EMPLOYMENT AND TERM.** SBBC hereby employs ABEND as ASSISTANT GENERAL COUNSEL and ABEND hereby accepts and agrees to such employment for a term commencing November 13, 2018 and ending June 30, 2019.

3. **DUTIES.**

A. **Duties and Assignments:** In the conduct of his duties, the ASSISTANT GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL COUNSEL and/or his or her designee. The duties and assignments of ABEND as ASSISTANT GENERAL COUNSEL are delineated in the Board approved Job Description for Assistant General Counsel.

B. **No Conflicting Legal Practice:** The ASSISTANT GENERAL COUNSEL will not accept legal business which will in any way conflict with the legal business of SBBC and will spend full time on business of SBBC.

C. **Evaluation:** The Assistant General Counsel shall undergo an annual evaluation by the General Counsel using an evaluation instrument designed / approved by the General Counsel.

4. **PROBATIONARY PERIOD / COMPENSATION.**

A. **Probationary Period** There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, ABEND may be terminated without cause.

B. **Salary/Compensation** For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, SBBC shall pay to and provide for the ASSISTANT GENERAL COUNSEL the salary and other benefits described in this Agreement.

The ASSISTANT GENERAL COUNSEL shall receive an annual salary of One Hundred Ten Thousand Dollars and 00/100 (\$110,000), less appropriate deductions for

employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

C. Retirement. In addition to the salary provided in Paragraph B above, the ASSISTANT GENERAL COUNSEL shall participate in the Florida Retirement System and all other retirement programs for which he is or may become eligible during the term of this Agreement.

D. Insurance. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the ASSISTANT GENERAL COUNSEL elects for himself from SBBC's standard benefit program available to administrative employees. The ASSISTANT GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. Expenses. SBBC shall pay or reimburse the ASSISTANT GENERAL COUNSEL for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable state law and SBBC policies. Without limiting the generality of the foregoing, SBBC shall pay all expenses for the ASSISTANT GENERAL COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of the ASSISTANT GENERAL COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the ASSISTANT GENERAL COUNSEL in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in the furtherance of the performance of the ASSISTANT GENERAL COUNSEL's duties hereunder. The ASSISTANT GENERAL

COUNSEL may hold offices or accept responsibilities in said professional organizations and associations, provided that such responsibilities do not interfere with the performance of his duties to SBBC.

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

G. Vacation, Sick Leave and Terminal Pay.

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

2. Terminal Pay. Upon termination of employment, the ASSISTANT 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, as applicable to administrative employees hired on or after July 1, 1995; and (b) payment in a lump sum of accrued, but unused, sick leave at the rates earned and up to the limits set forth in Board Policy 4305, as amended, applicable to administrative employees hired on or before July 1, 1995. These lump sum payments shall be in addition to any other amounts payable to the

ASSISTANT GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of his disability to perform fully his duties hereunder. In such event, SBBC shall pay to the ASSISTANT GENERAL COUNSEL, as severance pay and in full satisfaction of SBBC's obligations hereunder, a lump sum equivalent to his salary remaining payable under the remaining portion of the term of this Agreement but in no event more than twenty (20) weeks of compensation, together with such payments or benefits as would have accrued to him if this Agreement had then expired by its express terms plus the termination benefits set forth in Section 4G of this Agreement. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, he waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement.

B. Termination. This Agreement may be terminated by SBBC for unsatisfactory performance by the ASSISTANT GENERAL COUNSEL upon ninety (90) days written notice to the ASSISTANT GENERAL COUNSEL. In such case, the ASSISTANT GENERAL COUNSEL shall be entitled to termination benefits set forth in Section 4G of this Agreement.

C. **Termination by Resignation.** This Agreement may also be terminated by ABEND by means of a resignation during the term of this Agreement without the consent of SBBC upon thirty (30) days notice. In such case, he will receive the termination benefits set forth in Section 4G of this Agreement.

D. **Payment in the Event of Death.** In the event of the death of the ASSISTANT GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to his surviving spouse, if any, or if the ASSISTANT GENERAL COUNSEL does not have a surviving spouse, to the ASSISTANT GENERAL COUNSEL's estate, an amount equal to the portion of the ASSISTANT GENERAL COUNSEL's salary to which he was entitled through the date of his death, payable within one month of the date of his death, plus the termination benefits set forth in Section 4G together with such payments or benefits as may otherwise be applicable.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement concerning employment arrangements between SBBC and the ASSISTANT GENERAL COUNSEL.

7. **NOTICE PROVISION.** 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 such 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 SBBC:

General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

To ABEND:

ERIC W. ABEND

At such residential address as ABEND maintains on file with Human Resources / Personnel

8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the ASSISTANT GENERAL COUNSEL, his heirs and personal representative, but may not be assigned by the ASSISTANT GENERAL COUNSEL.

9. **PARTIAL INVALIDITY.** If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

10. **APPLICABLE LAW & VENUE.** This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida which is the proper venue for any litigation arising under this Agreement.

11. **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.

12. **MODIFICATION.** Any modification of this Agreement shall be in writing and executed by both parties.

13. **AUTHORITY PROVISION.** 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 provisions contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this 7th day of November 2018.

For SBBC

ATTEST:



Robert W. Runcie

ROBERT W. RUNCIE, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Nora Rupert*
NORA RUPERT, Chair

APPROVED AS TO FORM AND LEGAL CONTENT

By *Barbara J. Myrick*
BARBARA J. MYRICK, GENERAL COUNSEL

For ASSISTANT GENERAL COUNSEL

By: 
ERIC W. ABEND

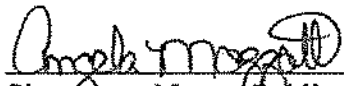
Witnesses
Angele Hernandez
Angela Mazzott

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 22 day of October,
2018, by ABEND. He took an oath and is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

(SEAL)


Signature - Notary Public

Angela Mazzott
Notary's Printed Name

FF197772
Notary's Commission Number

