

**TENTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS TENTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 5th day of February 2019, 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

THOMAS C. COONEY

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

WITNESSETH:

WHEREAS, SBBC and COONEY entered into an Employment Agreement, dated on or about June 25, 2008 (hereinafter “Employment Agreement”); and

WHEREAS, SBBC subsequently amended the Employment Agreement on September 1, 2009, September 21, 2010, October 18, 2011, May 21, 2013, June 24, 2014, May 19, 2015, June 21, 2016; June 13, 2017; and June 26, 2018; and

WHEREAS, pursuant to Fla. Stat. 215.425 (4), all employment agreements written after July 1, 2011 must contain a provision that severance pay may not exceed an amount greater than 20 weeks of compensation.

WHEREAS, the parties mutually desire to amend the Employment Agreement as set forth herein.

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. **TERMINATION.**

Paragraph 5A is amended as follows:

5. **TERMINATION.**

~~A. **Termination for Disability.** THE SCHOOL BOARD 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, THE SCHOOL BOARD shall pay to the ASSISTANT GENERAL COUNSEL, as severance pay and in full satisfaction of THE SCHOOL BOARD's obligations hereunder, a lump sum equivalent to his salary remaining payable under the remaining portion of the term of this Agreement, 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 4F of this Agreement. The ASSISTANT GENERAL COUNSEL agrees that THE SCHOOL BOARD 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 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.~~

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.

3. **OTHER PROVISIONS IN EFFECT.**

Except as expressly provided herein, all other portions of the Employment Agreement as amended remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 2019.

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
HEATHER P. BRINKWORTH, Chair

ROBERT W. RUNCIE, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By 

BARBARA J. MYRICK, GENERAL COUNSEL

For COONEY

Witnesses:

[Signature]
Joanne C. Fritz

By: [Signature]
THOMAS C. COONEY

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 25 day of January, 2019, by THOMAS C. COONEY. He took an oath and is personally known to me or has produced n/a as identification.

My Commission Expires:

(SEAL)

[Signature]
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

Notary's Commission Number

