



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-02-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	H. 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 type="radio"/> Yes	<input checked="" type="radio"/> No

ITEM No.:
H-1

TITLE:
Amendments to Employment Agreements for Deputy General Counsels Robert Paul Vignola and Marylin C. Batista; and Assistant General Counsel, Thomas C. Cooney.

REQUESTED ACTION:
Approve the Amendments to Employment Agreements for Deputy General Counsels Robert Paul Vignola and Marylin Batista; and Assistant General Counsel, Thomas C. Cooney.

SUMMARY EXPLANATION AND BACKGROUND:
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.

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 financial impact to the District.

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Tenth Amendment to Employment Agreement - Robert Paul Vignola (3) Tenth Amendment to Employment Agreement - Marylin C. Batista (4) Tenth Amendment to Employment Agreement - Thomas C. Cooney

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
1/28/2019, 9:07:42 AM

Approved In Open Board Meeting On:

FEB 05 2019

By: *Leathan P. Brinkman*
School Board Chair

H-1 Amendments to Employment
Agreements for Deputy General Counsels
Robert Paul Vignola and Marylin C. Batista;
and Assistant General Counsel, Thomas C.
Cooney.
02/05/19 SBOM

SUMMARY EXPLANATION AND BACKGROUND

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. This item is being brought forth to align the employment agreements with the statute for two Deputy General Counsels and one Assistant General Counsel. All other attorneys in the General Counsel's office have the appropriate clause pursuant to Fla. Stat. 215.425 (4) as they were hired into their position after July 2011.

End of Document

**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

ROBERT PAUL VIGNOLA
(hereinafter referred to as "VIGNOLA")
or
"DEPUTY GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

WITNESSETH:

WHEREAS, SBBC and VIGNOLA entered into an Employment Agreement, dated on or about October 7, 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 DEPUTY 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 DEPUTY 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 DEPUTY 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 DEPUTY 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 DEPUTY 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 DEPUTY 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 5th day of February, 2019.

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Heather P. Brinkworth
HEATHER P. BRINKWORTH, Chair

ATTEST:

Robert W. Runcie

ROBERT W. RUNCIE, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

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

For VIGNOLA

Witnesses:

Rob Wiser

Joanne C. Fritz

(STATE OF Florida)

COUNTY OF Broward)

By: [Signature]
ROBERT PAUL VIGNOLA

The foregoing instrument was acknowledged before me this 25 day of January, 201, by ROBERT PAUL VIGNOLA. He took an oath and is personally known to me or has produced n/a as identification.

My Commission Expires:

(SEAL)

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



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

Notary's Commission Number

**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

MARYLIN C. BATISTA

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

WITNESSETH:

WHEREAS, SBBC and BATISTA entered into an Employment Agreement, dated on or about October 7, 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 DEPUTY GENERAL COUNSEL's employment hereunder in the event of her disability to perform fully her duties hereunder. In such event, THE SCHOOL BOARD shall pay to the DEPUTY GENERAL COUNSEL, as severance pay and in full satisfaction of THE SCHOOL BOARD's obligations hereunder, a lump sum equivalent to her salary remaining payable under the remaining portion of the term of this Agreement, together with such payments or benefits as would have accrued to her if this Agreement had then expired by its express terms plus the termination benefits set forth in Section 4F of this Agreement. The DEPUTY 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, 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.~~

A. **Termination for Disability.** SBBC shall have the right to terminate the DEPUTY GENERAL COUNSEL's employment hereunder in the event of her disability to perform fully her duties hereunder. In such event, SBBC shall pay to the DEPUTY GENERAL COUNSEL, as severance pay and in full satisfaction of SBBC's obligations hereunder, a lump sum equivalent to her 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 her if this Agreement had then expired by its express terms plus the termination benefits set forth in Section 4G of this Agreement. The DEPUTY GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, she 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 5th day of January, 2019.

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Heather P. Brinkworth
HEATHER P. BRINKWORTH, Chair

ATTEST:



ROBERT W. RUNCIE, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

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

For BATISTA

Witnesses:

[Handwritten Signature]

Joanne C. Fritz

STATE OF Florida

COUNTY OF Broward

By: [Handwritten Signature]
MARYLIN C. BATISTA

The foregoing instrument was acknowledged before me this 24 day of January, 2019, by MARYLIN C. BATISTA. She took an oath and is personally known to me or has produced N/A as identification.

My Commission Expires:
(SEAL)



[Handwritten Signature]
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

Notary's Commission Number

**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 5th day of February 2019.

ATTEST:

ROBERT W. RUNCIE, Superintendent of Schools

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
HEATHER P. BRINKWORTH, Chair

APPROVED AS TO FORM AND LEGAL CONTENT

By 
BARBARA J. MYRICK, GENERAL COUNSEL

For COONEY

Witnesses:

[Signature]
Joanne C. Fritz

STATE OF Florida)

COUNTY OF Broward)

By:

[Signature]
THOMAS C. COONEY

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 nila as identification.

My Commission Expires:

(SEAL)



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

[Signature]
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

Notary's Commission Number