# AGENDA REQUEST FORM

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PLOJIC SCHOO	MEETING DATE	2019-10-02 10:05 - School Board Operational Meeting	Special Order Request	
ITEM No.: HH-1.	AGENDA ITEM	ITEMS	Time	
	CATEGORY	HH. OFFICE OF THE GENERAL COUNSEL		
	DEPARTMENT	Office of the General Counsel	Open Agenda	
TITLE.			0	

Employment Agreements for Assistant General Counsel Maya A. Moore and Administrative Counsel Andrew B. Carrabis

#### REQUESTED ACTION:

Approve the Employment Agreements for Assistant General Counsel Maya A. Moore and Administrative Counsel Andrew B. Carrabis.

## SUMMARY EXPLANATION AND BACKGROUND:

The position of Administrative Counsel became vacant on June 30, 2019 and was advertised in the Florida Bar News and on the District Website, together with the additional Assistant General Counsel position approved during the 2019-2020 organizational chart process. A total of 32 resumes were received and screened. Fourteen candidates were selected to participate in an interview.

See Supporting Docs for continuation of Summary Explanation and Background.

## SCHOOL BOARD GOALS:

0	Goal 1: High Quality Instruction	0	Goal 2: Safe & Supportive Environment ()	<b>Goal 3: Effective Communication</b>
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#### 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 2019-2020.

#### EXHIBITS: (List)

(1) Summary Explanation and Background (2) Employmer	Agreement-Maya A. Moore (3) Employment Agreement-Andrew B. Carrabis
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BOARD ACTION:	SOURCE OF ADDITIONAL IN	FORMATION:	
APPROVED	Name: Barbara J. Myrick, Esq.		Phone: 754-321-2050
(For Official School Board Records Office Only)	Name:		Phone:
THE SCHOOL BOARD OF BROWA Senior Leader & Title Barbara J. Myrick - General Counsel	Approved In Open Board Meeting On: By:	OCT 0 2 2019 Henry & Bus Front	
Signature		0	School Board Chair
Barbara J. Myrick			
9/26/2019, 4:56:47	PM		
Electronic Signature Form #4189 Revised 07/25/2019 RWR/ BJM:jcf			

HH-1 Employment Agreement for Assistant General Counsel Maya A. Moore and Administrative Counsel Andrew B. Carrabis 10/02/19 SBOM

#### SUMMARY EXPLANATION AND BACKGROUND

The position of Administrative Counsel became vacant on June 30, 2019 and was advertised in the Florida Bar News and on the District Website, together with the additional Assistant General Counsel position approved during the 2019-2020 organizational chart process. A total of 32 resumes were received and screened. Fourteen candidates were selected to participate in an interview.

Interviews were held on September 18 and 19, 2019. The interview panel consisted of Barbara J. Myrick, General Counsel; Marylin Batista, Deputy General Counsel; and Doug G. Griffin. Assistant General Counsel (Labor/Personnel Attorney). The interview team reached consensus and recommends Maya A. Moore for the position of Assistant General Counsel and Andrew B. Carrabis for the position of Administrative Counsel.

Maya Moore has twelve years of experience working in the public sector. She has extensive experience in drafting and negotiating contracts, litigation and trial advocacy, breach of contract claims, as well as providing administrative legal support to departments within a governmental unit. Ms. Moore will be working on contract and policy issues in the General Counsel's office.

Andrew Carrabis has eight years of litigation practice working both in the public and private sectors. He has excellent writing skills and participated as an editor in three Law Review Journals while a student at the University of Florida. His litigation skills will enable him to immediately step into the role of Administrative Counsel for employee discipline matters.

Ms. Moore and Mr. Carrabis were notified that they were the successful candidates and both have accepted the positions. Contracts were negotiated with each candidate. A salary of \$121,500 was negotiated with Ms. Moore based on experience and qualifications. A salary of \$115,000 was negotiated with Mr. Carrabis based on his experience and qualifications.

# End of Document

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 2<sup>nd</sup> day of October, 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

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

#### WITNESSETH:

WHEREAS, SBBC desires that MOORE be employed as ASSISTANT GENERAL

COUNSEL, and MOORE desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein

provided, the parties hereby agree as follows:

1. <u>**RECITALS**</u>. The foregoing recitals are true and correct and incorporated herein

by reference.

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2. <u>EMPLOYMENT AND TERM.</u> SBBC hereby employs MOORE as ASSISTANT GENERAL COUNSEL and MOORE hereby accepts and agrees to such employment for a term commencing October 28, 2019 and ending June 30, 2020.

## 3. DUTIES.

A. <u>Duties and Assignments</u>: In the conduct of her 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 MOORE as ASSISTANT GENERAL COUNSEL are delineated in the Board approved Job Description for Assistant General Counsel.

B. <u>No Conflicting Legal Practice</u>: 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. <u>Evaluation</u>: 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. <u>Probationary Period</u> There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, MOORE may be terminated without cause.

B. <u>Salary/Compensation</u> 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 Twenty-One Thousand Five Hundred Dollars and 00/100 (\$121,500.00), less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

C. <u>Retirement</u>. 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 she is or may become eligible during the term of this Agreement.

**D.** <u>Insurance</u>. 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. <u>Expenses</u>. SBBC shall pay or reimburse the ASSISTANT GENERAL COUNSEL for her reasonable and necessary expenses incurred in the performance of her 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 Page 3 of 9

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

F. <u>Other Benefits</u>. 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. <u>Vacation, Sick Leave and Holidays</u>. 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. <u>Terminal Pay</u>. 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

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

# 5. <u>TERMINATION</u>.

A. <u>Termination for Disability</u>. SBBC shall have the right to terminate the ASSISTANT 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 ASSISTANT 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 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, 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.

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

D. <u>Payment in the Event of Death</u>. In the event of the death of the ASSISTANT GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to her 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 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 4G together with such payments or benefits as may otherwise be applicable.

6. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the ASSISTANT GENERAL COUNSEL.

7. <u>NOTICE PROVISION</u>. 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:

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General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301
MAYA A. MOORE
At such residential address as MOORE maintains on file with Human Resources / Personnel

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

9. <u>PARTIAL INVALIDITY</u>. 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. <u>APPLICABLE LAW & VENUE</u>. 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. <u>PARAGRAPH HEADINGS</u>. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

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

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AUTHORITY PROVISION. 13. Each person signing this Agreement on behalf of either party individually warrants that she or she has full legal power to execute this Agreement on behalf of the party for whom she 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 2 day of October 2019.

## For SBBC

ATTEST W. RUNCIE, Superintendent of ROBERT 100 100

Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA By

HEATHER P. BRINKWORTH, Chair

APPROVED AS TO FORM AND LEGAL CONTEN By RA J. MYRICK, GENERAL COUNSEL

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# For ASSISTANT GENERAL COUNSEL

Witnesses Danno Um STATE OF Horida ) COUNTY OF Broward

By YA A. MOORE

The foregoing instrument was acknowledged before me this 25 day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_.

as identification.

My Commission Expires:

(SEAL)

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Signature - Notary Public

Notary's Printed Name



LAURA E PLOTNICK Commission # GG 345789 Expires October 15, 2023 Bonded Thru Budget Notary Services

Notary's Commission Number

Aber 15,

Employment Agreement - Initial Contract Assistant General Counsel Maya A. Moore Page 9 of 9

# EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 2<sup>nd</sup> day of October, 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

ANDREW B. CARRABIS (hereinafter referred to as "CARRABIS" or "ADMINISTRATIVE COUNSEL") whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

## WITNESSETH:

WHEREAS, SBBC desires that CARRABIS be employed as ADMINISTRATIVE

COUNSEL, and CARRABIS desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein

provided, the parties hereby agree as follows:

1. <u>**RECITALS.**</u> The foregoing recitals are true and correct and incorporated herein

by reference.

2. <u>EMPLOYMENT AND TERM.</u> SBBC hereby employs CARRABIS as ADMINISTRATIVE COUNSEL and CARRABIS hereby accepts and agrees to such employment for a term commencing November 4, 2019 and ending June 30, 2020.

## 3. <u>DUTIES.</u>

A. <u>Duties and Assignments</u>: In the conduct of his duties, the ADMINISTRATIVE COUNSEL shall report to the Assistant General Counsel (Labor/Personnel Attorney) in the General Counsel's Office and be responsible and accountable to the GENERAL COUNSEL and/or his or her designee. The duties and assignments of CARRABIS as ADMINISTRATIVE COUNSEL are delineated in the Board approved Job Description for Administrative Counsel.

B. <u>No Conflicting Legal Practice</u>: The ADMINISTRATIVE 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.** <u>Evaluation</u>: The ADMINISTRATIVE COUNSEL shall undergo an annual evaluation by the Assistant General Counsel (Labor/Personnel Attorney) in concert with the General Counsel using an evaluation instrument designed / approved by the General Counsel.

## 4. PROBATIONARY PERIOD / COMPENSATION.

A. <u>Probationary Period</u> There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, CARRABIS may be terminated without cause.

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

The ADMINISTRATIVE COUNSEL shall receive an annual salary of One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00), less appropriate deductions for Page 2 of 9 employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

C. <u>Retirement</u>. In addition to the salary provided in Paragraph B above, the ADMINISTRATIVE 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.** <u>Insurance</u>. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the ADMINISTRATIVE COUNSEL elects for himself from SBBC's standard benefit program available to administrative employees. The ADMINISTRATIVE COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. <u>Expenses</u>. SBBC shall pay or reimburse the ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL and/or his or her designee deem relevant to the performance of the ADMINISTRATIVE COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the ADMINISTRATIVE COUNSEL in such professional organizations and associations as the GENERAL COUNSEL and/or his or her designee deem appropriate and in the furtherance of the performance of the ADMINISTRATIVE COUNSEL's duties hereunder. Page 3 of 9

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The ADMINISTRATIVE 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. <u>Other Benefits</u>. The ADMINISTRATIVE 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. <u>Vacation, Sick Leave and Holidays</u>. During the term of employment under this Agreement, the ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL shall be entitled to sick leave as authorized by SBBC's policies for administrative employees on 12-month calendars. The ADMINISTRATIVE COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of SBBC.

2. <u>Terminal Pav</u>. Upon termination of employment, the ADMINISTRATIVE 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

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

## 5. <u>TERMINATION</u>.

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A. <u>Termination for Disability</u>. SBBC shall have the right to terminate the ADMINISTRATIVE COUNSEL's employment hereunder in the event of his disability to perform fully his duties hereunder. In such event, SBBC shall pay to the ADMINISTRATIVE 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 ADMINISTRATIVE 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. <u>Termination</u>. This Agreement may be terminated by SBBC for unsatisfactory performance by the ADMINISTRATIVE COUNSEL upon ninety (90) days written notice to the ADMINISTRATIVE COUNSEL. In such case, the ADMINISTRATIVE COUNSEL shall be entitled to termination benefits set forth in Section 4G of this Agreement.

C. <u>Termination by Resignation</u>. This Agreement may also be terminated by CARRABIS by means of a resignation during the term of this Agreement without Page 5 of 9

Employment Agreement - Initial Contract Administrative Counsel Andrew B Carrabis 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. <u>Payment in the Event of Death</u>. In the event of the death of the ADMINISTRATIVE COUNSEL at any time during the term of this Agreement, SBBC shall pay to his surviving spouse, if any, or if the ADMINISTRATIVE COUNSEL does not have a surviving spouse, to the ADMINISTRATIVE COUNSEL's estate, an amount equal to the portion of the ADMINISTRATIVE 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. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the ADMINISTRATIVE COUNSEL.

7. <u>NOTICE PROVISION</u>. 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:

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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 CARRABIS:

. . .\*

ANDREW B. CARRABIS At such residential address as CARRABIS maintains on file with Human Resources / Personnel

8. <u>ASSIGNMENT</u>. This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the ADMINISTRATIVE COUNSEL, his heirs and personal representative, but may not be assigned by the ADMINISTRATIVE COUNSEL.

9. <u>PARTIAL INVALIDITY</u>. 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. <u>APPLICABLE LAW & VENUE</u>. 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. <u>PARAGRAPH HEADINGS</u>. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

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

13. <u>AUTHORITY PROVISION</u>. 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.

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IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this  $2^{nd}$  day of <u>October</u>, 2019.

For SBBC

W. RUNCIE, Superintendent of ROBERT Schools

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA By C HEATHER P. BRINKWORTH, Chair

APPROVED AS TO FORM AND LEGAL CONTENT By MUM BARBARA J. MYRICK, GENERAL COUNSEL

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Page 8 of 9

# For ADMINISTRATIVE COUNSEL



Witnesses Tara Chahine Latoscha (sordan STATE OF Florids)

COUNTY OF Pala Beach

The foregoing instrument was acknowledged before me this 2 Uday of September

My Commission Expires:

(SEAL)



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TARA CHAHINE MY COMMISSION # GG 012958 EXPIRES: August 9, 2020 Bonded Thru Budget Notary Services TChahire

Signature - Notary Public

NAD

Notary's Printed Name

GG012958

Notary's Commission Number

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