



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
HH-1

MEETING DATE	2020-06-23 10:05 - Regular School Board 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:

Contract Renewals: Deputy General Counsels, Assistant General Counsels and Administrative Counsel

REQUESTED ACTION:

Approve the amendments to Employment Agreements for Deputy General Counsels Marilyn C. Batista and Robert Paul Vignola; Assistant General Counsels Thomas C. Cooney, Douglas G. Griffin, Kathelyn Jacques-Adams, Susan J. Hofstetter, Eric W. Abend, Maya A. Moore, and Administrative Counsel Andrew B. Carrabis.

SUMMARY EXPLANATION AND BACKGROUND:

The current agreements with the Deputy General Counsels and Assistant General Counsels expire on June 30, 2020. See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction
 Goal 2: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact for the 2% salary increase will generate a payroll cost of approximately \$28,714 for the 2019-2020 school year, including fringe benefits. The source of funds is the General Counsel's department budget.

EXHIBITS: (List)

(1) Summary Explanation and Background (2) Twelfth Amendment to Agreement - M. Batista (3) Twelfth Amendment to Agreement - R. Vignola (4) Twelfth Amendment to Agreement - T. Cooney (5) Sixth Amendment to Agreement - D. Griffin (6) Fifth Amendment to Agreement - K. Jacques-Adams (7) Fourth Amendment to Agreement - S. Hofstetter (8) Second Amendment to Agreement - E. Abend (9) First Amendment to Agreement - M. Moore (10) First Amendment to Agreement - A. Carrabis

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
6/16/2020, 11:31:05 AM

Approved In Open Board Meeting On:

JUN 23 2020

By:
School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ BJM:jcf

HH-1 Contract Renewals: Deputy and
Assistant General Counsels
06/23/20 RSBM

SUMMARY EXPLANATION AND BACKGROUND

The current agreements with the two Deputy General Counsels and, six Assistant General Counsels and the Administrative Counsel expire on June 30, 2020. Attached to the agenda item are proposed renewals for the term of one year ending June 30, 2021 including salary adjustments consistent with the same percentage and terms awarded to 12-month administrative employees.

Salary increases for the Deputy and Assistant General Counsels, when given, are at the time of their contract renewal. Increases are for the previous fiscal year and are retroactive, in the same manner as provided by SBBC to its 12-month administrative personnel.

The General Counsel recommends the renewal of these agreements with the salary adjustments.

**TWELFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS TWELFTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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; June 26, 2018; February 5, 2019 and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs BATISTA as DEPUTY GENERAL COUNSEL, and BATISTA hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION.**

The following should be substituted as paragraph 4(A):

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

The DEPUTY GENERAL COUNSEL's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

4. **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 23^d day of JUNE, 2020.

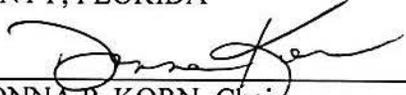


ATTEST:

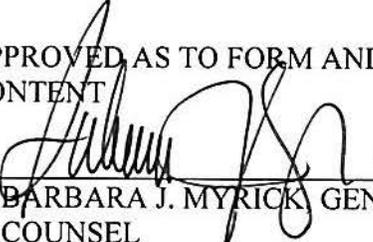

ROBERT W. RUNCIE, Superintendent of
Schools

For SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For BATISTA

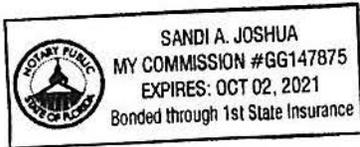
Witnesses:

[Signature]
[Signature]
STATE OF Florida)
COUNTY OF Broward)

By: [Signature]
MARYLIN C. BATISTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th of June, 2020 by MARYLIN C. BATISTA, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]
Signature - Notary Public

Sandi A. Joshua
Notary's Printed Name

My Commission Expires: 10/02/21

**TWELFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS TWELFTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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, June 26, 2018, February 5, 2019, and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be added to substituted as of the Employment Agreement:

SBBC hereby employs VIGNOLA as DEPUTY GENERAL COUNSEL, and VIGNOLA hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION.**

The following should be substituted as paragraph 4(A):

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

The DEPUTY GENERAL COUNSEL's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

4. **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 23rd day of JUNE, 2020.

For SBBC

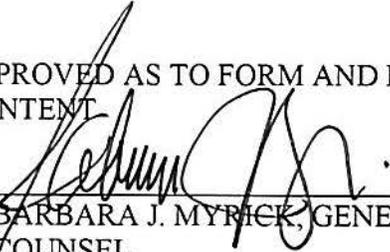
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For VIGNOLA

By: *Robert Paul Vignola*
ROBERT PAUL VIGNOLA

Witnesses:

Kathleen King

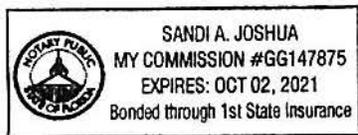
[Signature]

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th of June, 2020 by ROBERT PAUL VIGNOLA, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



Sandi A. Joshua
Signature - Notary Public

Sandi A. Joshua
Notary's Printed Name

My Commission Expires: 10/02/21

**TWELFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS TWELFTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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, June 26, 2018, February 5, 2019, and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs COONEY as ASSISTANT GENERAL COUNSEL, and COONEY hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION.**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

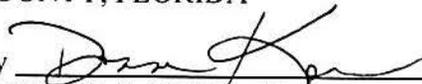
4. **OTHER PROVISIONS IN EFFECT.**

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

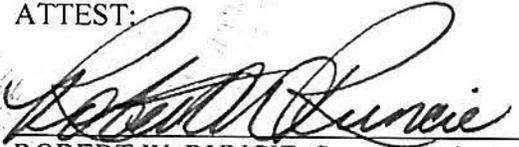
IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this 23rd day of JUNE, 2020.

For SBBC

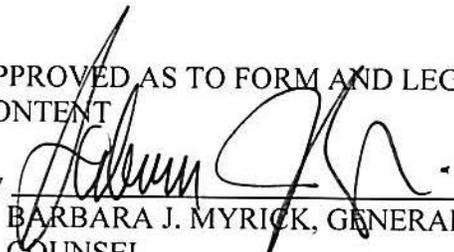
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For COONEY

Witnesses:

Leflyna Granch

Joanne C. Fritz

STATE OF Florida)

COUNTY OF Broward)

By: *Thomas C. Cooney*
THOMAS C. COONEY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th of June, 2020 by THOMAS C. COONEY, who is personally known to me or who has produced n/a as identification.

[Notary Seal]

Joanne C. Fritz
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

My Commission Expires: 04-28-2024



JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

**SIXTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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

DOUGLAS G. GRIFFIN

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

WITNESSETH:

WHEREAS, SBBC and GRIFFIN entered into an Employment Agreement, dated on or about January 22, 2014 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on May 19, 2015, June 21, 2016, June 13, 2017, June 26, 2018, and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year as set forth herein; and

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.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs GRIFFIN as ASSISTANT GENERAL COUNSEL, and GRIFFIN hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION.**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

4. **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 23rd day of June, 2020.



ATTEST:

A handwritten signature in cursive script, reading "Robert W. Runcie", is written over a horizontal line.

ROBERT W. RUNCIE, Superintendent of Schools

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By A handwritten signature in cursive script, reading "Donna P. Korn", is written over a horizontal line.
DONNA P. KORN, Chair

APPROVED AS TO FORM AND LEGAL CONTENT

By A handwritten signature in cursive script, reading "Barbara J. Myrick", is written over a horizontal line.
BARBARA J. MYRICK, GENERAL COUNSEL

For GRIFFIN

Witnesses:

Kathleen King
[Signature]

STATE OF Florida)

COUNTY OF Broward)

By: [Signature]
DOUGLAS G. GRIFFIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th of June, 2020 by DOUGLAS G. GRIFFIN, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]

Signature - Notary Public

Sandi A. Joshua

Notary's Printed Name

My Commission Expires: 10/02/21

**FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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

KATHELYN JACQUES-ADAMS

(hereinafter referred to as "JACQUES-ADAMS" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC and JACQUES-ADAMS entered into an Employment Agreement, dated on or about May 19, 2015 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on June 21, 2016, June 13, 2017, June 26, 2018, and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs JACQUES-ADAMS as ASSISTANT GENERAL COUNSEL and JACQUES-ADAMS hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

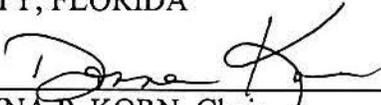
4. **OTHER PROVISIONS IN EFFECT.**

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 23rd day of JUNE, 2020.

For SBBC

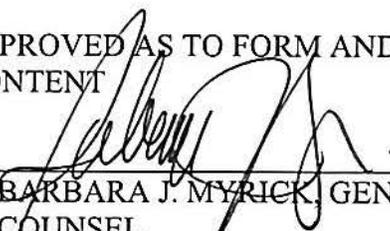
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For JACQUES-ADAMS

Witnesses:

By: Kathelyn Jacques-Adams
KATHELYN JACQUES-ADAMS

Felipe Gravelle

Joane C. Fritz

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16th of June, 2020 by KATHELYN JACQUES-
ADAMS, who is personally known to me or who has produced nil
as identification.

[Notary Seal]



JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

Joane C. Fritz
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

My Commission Expires: 04-28-2024

**FOURTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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

SUSAN J. HOFSTETTER

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

WITNESSETH:

WHEREAS, SBBC and HOFSTETTER entered into an Employment Agreement, dated on or about September 7, 2016 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on June 13, 2017; June 26, 2018 and June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs HOFSTETTER as ASSISTANT GENERAL COUNSEL and HOFSTETTER hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

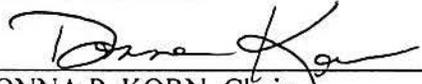
4. **OTHER PROVISIONS IN EFFECT.**

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 23rd day of JUNE, 2020.

For SBBC

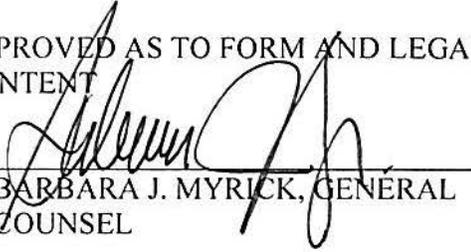
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For HOFSTETTER

Witnesses:

Felipea Braneck
Joanne C. Fritz

STATE OF Florida)

COUNTY OF Broward)

By: Susan J. Hofstetter
SUSAN J. HOFSTETTER

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16 of June, 2020 by SUSAN J. HOFSTETTER,
who is personally known to me or who has produced n/a as
identification.

[Notary Seal]



JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

Joanne C. Fritz
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

My Commission Expires: 04-28-2024

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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 and ABEND entered into an Employment Agreement, dated on or about November 7, 2018 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on June 25, 2019; and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs ABEND as ASSISTANT GENERAL COUNSEL and ABEND hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

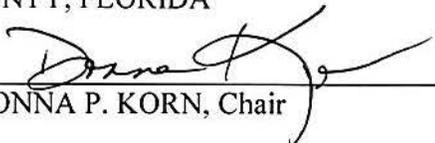
4. **OTHER PROVISIONS IN EFFECT.**

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 23rd day of JUNE, 2020.

For SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

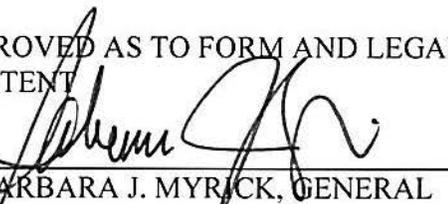
By 
DONNA P. KORN, Chair

ATTEST:



ROBERT W. RUNCIE, Superintendent of
Schools

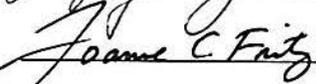
APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For ASSISTANT GENERAL COUNSEL

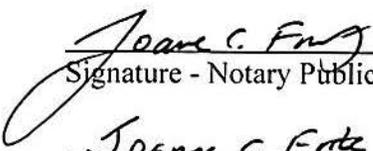
By: 
ERIC W. ABEND

Witnesses:



STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16th of June, 2020 by ERIC W. ABEND, who is
personally known to me or who has produced n/a as identification.

[Notary Seal]


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

My Commission Expires: 04-28-2024



JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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 and MOORE entered into an Employment Agreement, dated on or about October 2, 2019 (hereinafter "Employment Agreement"); and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs MOORE as ASSISTANT GENERAL COUNSEL and MOORE hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

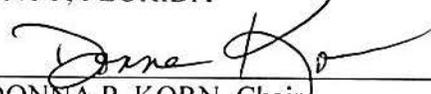
4. **OTHER PROVISIONS IN EFFECT.**

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 23rd day of JUNE, 2020.

For SBBC

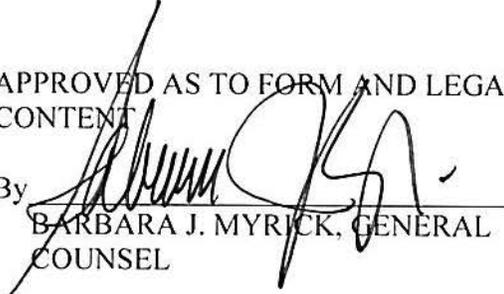
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL

For ASSISTANT GENERAL COUNSEL

By: *Maya A. Moore*
MAYA A. MOORE

Witnesses

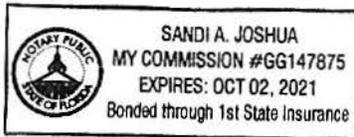
J. King
Kathleen King

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th of June, 2020 by MAYA A. MOORE, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



Sandi A. Joshua
Signature - Notary Public

Sandi A. Joshua
Notary's Printed Name

My Commission Expires: 10/02/21

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 23rd day of June 2020, 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 and CARRABIS entered into an Employment Agreement, dated on or about October 2, 2019 (hereinafter "Employment Agreement"); and

WHEREAS, the current term of employment expires on June 30, 2020; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year 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. **EMPLOYMENT AND TERM.**

The following should be substituted as paragraph 2 of the Employment Agreement:

SBBC hereby employs CARRABIS as ADMINISTRATIVE COUNSEL and CARRABIS hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2020 and ending June 30, 2021.

3. **COMPENSATION**

The following should be substituted as paragraph 4(B):

B. Salary / Compensation. For 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's salary for the 2019-2020 school year shall be adjusted consistent with the same percentage and terms awarded to its 12-month administrative employees for the 2019-2020 school year.

4. **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 23rd day of June, 2020.

For ADMINISTRATIVE COUNSEL



By: _____
ANDREW B. CARRABIS

Witnesses
Andrea S. Joyner

Joanne C. Fitz
STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16 of June, 2020 by ANDREW B. CARRABIS, who is
personally known to me or who has produced _____ as identification.

[Notary Seal]



ANDREA S. JOYNER
Commission # GG 308288
Expires May 14, 2023
Bonded Thru Budget Notary Services

Andrea S. Joyner
Signature - Notary Public
Andrea S. Joyner
Notary's Printed Name

My Commission Expires: _____

For SBBC

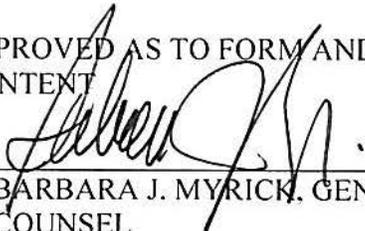
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, Chair

ATTEST:


ROBERT W. RUNCIE, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By 
BARBARA J. MYRICK, GENERAL
COUNSEL