

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 11/10/09	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;">Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> <td style="width:50%; padding: 5px; text-align: center;">Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	ADDED ITEM Agenda Item Number <hr/> H-4
Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

TITLE:

First Amendment to Employment Agreement for General Counsel – Edward J. Marko

REQUESTED ACTION:

Approve the First Amendment to Employment Agreement for General Counsel – Edward J. Marko.

SUMMARY EXPLANATION AND BACKGROUND:

On March 13, 2008, The School Board approved the Employment Agreement of the General Counsel for the period of April 1, 2008 through January 1, 2010. The Agreement contained provisions as to The School Board's desire to issue an RFP for the position of General Counsel, as well as the General Counsel's acknowledgement of same.

Pursuant to the discussion held at the November 2, 2009 School Board Workshop, the attached First Amendment to Employment Agreement is being brought forth a two-year term which commences on January 2, 2009 and expires on December 31, 2011. The First Amendment to Employment Agreement contains an acknowledgment of The School Board's desire to develop a succession plan and issue a request for letters of interest ("RLI").

SCHOOL BOARD GOALS:

- Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- Goal Two: Improve the health and wellness of students and personnel.
- Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:

The Employment Agreement approved in 2004 provides for the General Counsel's salary to be increased by the percentage of salary increase provided to other 12-month administrative employees. The School Board has not voted upon an increase for 12-month administrators for future fiscal years. As such, any additional financial impact to the District is unknown at this time.

EXHIBITS: (List)

1. First Amendment to Employment Agreement
2. Employment Agreement, dated March 18, 2008

<p>APPROVED AS AMENDED <i>See Amendment Attached</i></p> <p><small>(For Official School Board Records' Office Only)</small></p>	<p>SOURCE OF ADDITIONAL INFORMATION:</p> <p><i>[Signature]</i> Edward J. Marko, Esq. 754-321-2050</p> <p><small>Name Phone</small></p>
--	---

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Edward J. Marko, General Counsel
 Office of The School Board Attorney
 Approved in Open Board Meeting on:

NOV 10 2009

Maurice S. Dineen

School Board Chair

H-4 Amendment November 10, 2009 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Kraft, seconded by Mrs. Hope and carried, to amend the terms of the contract to a one-year extension rather than two years.

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of November 2009, by and between


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


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

WITNESSETH:

WHEREAS, THE SCHOOL BOARD entered into a written Employment Agreement with MARKO as GENERAL COUNSEL, for the period of April 8, 2008 through January 1, 2010.

WHEREAS, the parties are desirous of amending the Employment Agreement, dated March 18, 2009, as to certain provisions and to extend the term of the contract through December 31, ~~2011~~2010. 

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, THE SCHOOL BOARD and MARKO hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The term of the Employment Agreement is hereby extended through and including December 31, ~~2011~~2010. 

3. The Legal Services Committee will meet to discuss and further develop the provisions of paragraphs 6.1 through 6.4 of the Employment Agreement, dated March 18, 2008.

4. Paragraph 15 of the Employment Agreement, dated March 18, 2009, is hereby amended as follows:

MARKO acknowledges that THE SCHOOL BOARD will issue a Request for Letters of Interest (RLI) for the position of General Counsel during the term of this First Amendment to Employment Agreement and that THE SCHOOL BOARD anticipates selecting a candidate for this position who will work in collaboration with MARKO until the expiration of this First Amendment to Employment Agreement. Upon the expiration of this Employment Agreement, MARKO will transition into an emeritus position. The role, salary, duties, and responsibilities of this position will be further developed by THE SCHOOL BOARD and MARKO prior to August 31, 2011.

5. All other terms and conditions of the Employment Agreement 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 _____, 2009.

ATTEST:

(Corporate Seal)
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Maureen S. Dinnen
Maureen S. Dinnen, Chair

ATTEST:

James F. Notter
James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:

[Signature]
School Board Attorney

FOR EDWARD J. MARKO

Joanne C. Fritz
Witness

Edward J. Marko
Edward J. Marko

[Signature]
Witness

STATE OF FLORIDA

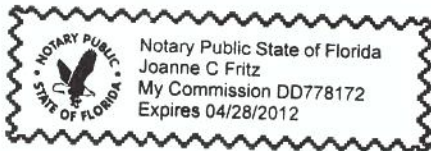
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by Edward J. Marko who is
personally known to me or who produced PIA as identification and who
did/did not first take an oath this 6th day of November, 2009.

My Commission Expires:

Joanne C. Fritz
Signature – Notary Public

(SEAL)



Joanne C. Fritz
Notary's Printed Name

Notary's Commission No.

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADDED

Meeting Date 03/18/08	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number H-01
--------------------------	--	---	----------------------------

TITLE:

Employment Agreement for General Counsel - Edward J. Marko

REQUESTED ACTION:

Approve the Employment Agreement of Edward J. Marko as General Counsel for The School Board of Broward County, Florida.

SUMMARY EXPLANATION AND BACKGROUND:

On January 15, 2008, The School Board approved the Seventh Amended Employment Agreement, extending the term of the agreement through March 31, 2008.

On March 13, 2008, the Legal Services Committee met to discuss the Employment Agreement of the General Counsel. The recommended revisions made by the Legal Services Committee are incorporated in the attached Employment Agreement, which is being submitted for consideration.

The term of the Employment Agreement is April 1, 2008 through January 1, 2010.

SCHOOL BOARD GOALS:

- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools will have equitable resources.
- Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

The Employment Agreement approved in 2004 provides for the General Counsel's salary to be increased by the percentage of salary increase provided to other 12-month administrative employees. The School Board has not voted upon an increase for 12-month administrators for future fiscal years. As such, any additional financial impact to the District is unknown at this time.

EXHIBITS: (List)

1. Employment Agreement of Edward J. Marko

BOARD ACTION:

APPROVED

SOURCE OF ADDITIONAL INFORMATION:

Edward J. Marko, Esq. 

754-321-2050

(For Official School Board Records' Office Only)

Name

Phone

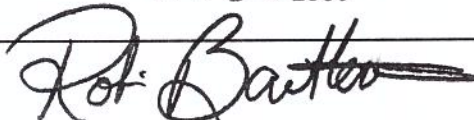
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Office of The School Board Attorney

Edward J. Marko, General Counsel

Approved in Open Board Meeting
on:

MAR 18 2008



School Board Chair

By:

Revised November 28, 2006

JFN/EJM:jfritz

fritz\allwork\agenda\2008\031808H01-attorney agreement ejm

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of March 2008, by and between

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

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

WHEREAS, THE SCHOOL BOARD is responsible for retaining the General Counsel for THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; and

WHEREAS, MARKO has agreed to be employed by THE SCHOOL BOARD in such capacity, and on the terms and conditions provided herein, giving his time, energy and ability to the furtherance of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; and

WITNESSETH:

NOW THEREFORE, in consideration of the Premises and the mutual agreements herein provided, THE SCHOOL BOARD and MARKO hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. THE SCHOOL BOARD hereby employs MARKO as GENERAL COUNSEL, and MARKO hereby accepts and agrees to such employment, for a term commencing April 1, 2008 and ending January 1, 2010.

3. DUTIES.

A. The GENERAL COUNSEL shall be responsible for the selection, hiring, and supervision of such in house attorneys as may be necessary for the proper handling of the legal work of THE SCHOOL BOARD, subject to the approval of THE SCHOOL BOARD. It is presently contemplated that five attorneys will be employed in-house under the supervision of the GENERAL COUNSEL to devote full time to the legal work of THE SCHOOL BOARD.

B. Insofar as the school system's demands for legal services exceed the capacity of the GENERAL COUNSEL and his staff, the GENERAL COUNSEL, with the approval of THE SCHOOL BOARD, shall have the right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for which shall be approved and paid by THE SCHOOL BOARD. The GENERAL COUNSEL will not direct any business of THE SCHOOL BOARD to any company or corporation in which he or any member of his family has an interest.

C. The GENERAL COUNSEL shall be responsible for the handling of all the legal matters of THE SCHOOL BOARD, which shall include, but not be limited to, the examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various departments, preparation of legal opinions for THE SCHOOL BOARD, drafting contracts, and the representation of THE SCHOOL BOARD in litigation and at administrative hearings. The GENERAL COUNSEL shall make assignments of the legal work of THE SCHOOL BOARD to the attorneys assisting him and shall direct the activities of such attorneys. The GENERAL COUNSEL shall oversee the services rendered by outside counsel and be responsible for coordinating services and assessing the scope and performance of services rendered by outside counsel.

D. THE SCHOOL BOARD shall furnish the GENERAL COUNSEL with stenographic services, office supplies and equipment, abstract costs, court costs, and adequate office space to maintain and properly staff the Offices of the General Counsel as those needs shall from time to time be required, maintain legal research technology, legal books and publications, and, where necessary, authorize out-of-county travel for the GENERAL COUNSEL.

E. The GENERAL COUNSEL shall devote full time on School Board business.

4. COMPENSATION. For all services rendered by the GENERAL COUNSEL pursuant to this Agreement, THE SCHOOL BOARD shall pay to and provide for the GENERAL COUNSEL the salary, and other benefits described in this Agreement.

A. Salary. The GENERAL COUNSEL receives an annual salary of \$209,211.00, subject to additional increases as described below, less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with THE SCHOOL BOARD's normal payroll procedures for administrative employees.

During each year of the term of this Agreement, the GENERAL COUNSEL'S salary shall be increased by the percentage of salary increase provided to other 12-month administrative employees of THE SCHOOL BOARD. Each such increase to the General Counsel's salary shall become effective as of the date of THE SCHOOL BOARD's approval of the increase applicable to its 12-month administrative employees.

B. Retirement. In addition to the salary provided in Paragraph A above, the 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. THE SCHOOL BOARD designates the position of GENERAL COUNSEL for inclusion in the Senior Management Service Class of the Florida Retirement System in accordance with Section

121.055, Florida Statutes. THE SCHOOL BOARD authorizes and directs the appropriate school district staff to take all actions necessary to carry out and perfect this designation.

C. Expenses. THE SCHOOL BOARD shall establish a budget to pay or reimburse The GENERAL COUNSEL and members of his staff for their reasonable and necessary expenses incurred in the performance of their duties hereunder in accordance with applicable state law and SCHOOL BOARD policies. Without limiting the generality of the foregoing, THE SCHOOL BOARD shall budget expenses for the GENERAL COUNSEL and for members of his staff designated by him to attend professional and official meetings, seminars, continuing legal education programs, conventions, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of their duties hereunder without further SCHOOL BOARD approval, and shall pay all membership fees and dues (including Bar dues) of the GENERAL COUNSEL and his staff in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in furtherance of the performance of their duties hereunder. The GENERAL COUNSEL and his staff may hold offices or accept responsibilities in such professional organizations and associations, provided that such responsibilities do not interfere with the performance of their duties to THE SCHOOL BOARD.

D. Employee Benefits. For each year of this Agreement, THE SCHOOL BOARD shall provide health, dental, vision, life insurance and other flexible benefits which the GENERAL COUNSEL elects for himself from THE SCHOOL BOARD's standard benefit program available to administrative employees, including the Preferred Provider Option (PPO), all without cost to the GENERAL COUNSEL. The GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other administrative employees of THE SCHOOL BOARD.

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

F. Vacation, Sick Leave, and Terminal Pay.

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

2. Terminal Pay. Upon termination of employment, the GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates up to and up to the limits set forth in Board Policy 4480, as amended, 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 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 GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. THE SCHOOL BOARD shall have the right to terminate the 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 GENERAL

COUNSEL, as severance pay and in full satisfaction of THE SCHOOL BOARD's obligations hereunder, a lump sum equivalent to his salary for one year at the rate then in effect plus the termination benefits set forth in Section 4F of this Agreement. The 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.

B. Payment in the Event of Death. In the event of the death of the GENERAL COUNSEL at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to his surviving spouse, if any, or if the GENERAL COUNSEL does not have a surviving spouse, to the GENERAL COUNSEL's estate, an amount equal to the portion of the 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 4F together with such payments or benefits as are authorized by law or School Board policies.

C. Termination by Resignation. The GENERAL COUNSEL may resign during the term of this Agreement without the consent of THE SCHOOL BOARD upon ninety (90) days notice. In such case, he will receive the termination benefits set forth in Section 4F of this Agreement.

D. Termination Without Cause. This Agreement may be terminated without cause by THE SCHOOL BOARD upon one hundred twenty (120) days written notice to the GENERAL COUNSEL. In such case, the GENERAL COUNSEL shall be entitled to the termination benefits set forth in Section 4F of this Agreement. In addition, THE SCHOOL BOARD shall pay to the

GENERAL COUNSEL the sum of One Hundred Fifty Thousand Dollars (\$150,000) subject to applicable rules and judicial decisions.

E. Termination for Unsatisfactory Performance. THE SCHOOL BOARD may dismiss the GENERAL COUNSEL during the term of this Agreement for the unsatisfactory performance of his duties after completion by THE SCHOOL BOARD of an evaluation conducted in accordance with the Evaluation Procedures set forth in Section 6 of this Agreement. THE SCHOOL BOARD shall be the sole determinant of the GENERAL COUNSEL's unsatisfactory performance. In such case, the GENERAL COUNSEL shall be entitled to the termination benefits set forth in Section 4F of this Agreement.

6.1 BASE LINE EVALUATION:

THE SCHOOL BOARD and the GENERAL COUNSEL, with the assistance of the consultant, will mutually develop an initial evaluation instrument on or before June 30, 2008 that will be utilized by THE SCHOOL BOARD to establish a base line evaluation of the GENERAL COUNSEL's performance of his duties and responsibilities.

6.2 ESTABLISHMENT OF GOALS:

THE SCHOOL BOARD and the GENERAL COUNSEL shall establish initial goals which shall be reduced to writing and approved by THE SCHOOL BOARD at a regular meeting prior to June 30, 2008. Thereafter, THE SCHOOL BOARD and the GENERAL COUNSEL shall establish the GENERAL COUNSEL's goals during each subsequent year of the GENERAL COUNSEL's employment.

6.3 ANNUAL EVALUATION:

The GENERAL COUNSEL shall be evaluated by Board Members on an annual basis beginning with his initial annual evaluation which shall be conducted on or before June 30, 2009.

Annual evaluations will be conducted in subsequent years on or before June 30th. In conjunction with the evaluation, a performance survey of the GENERAL COUNSEL will be completed by the Superintendent of Schools and selected district School Board staff.

6.4 EVALUATION INSTRUMENT:

THE SCHOOL BOARD and the GENERAL COUNSEL will mutually develop and agree upon a written evaluation instrument that will be used by each Board Member for each annual evaluation. The evaluation instrument shall be related to the attainment of the GENERAL COUNSEL's goals and other criteria identified by the parties in the development of the evaluation instrument including, without limitation, the GENERAL COUNSEL's job description. The evaluation instruments completed by Board Members and the performance surveys completed by the Superintendent of Schools and selected district School Board Staff shall be submitted to THE SCHOOL BOARD's Chair. THE SCHOOL BOARD's Chair will compile the individual ratings contained in the evaluations and performance surveys. The evaluations and performance surveys are public documents.

7. ANNUAL REPORT. By July 31 of each year of this contract, the GENERAL COUNSEL will provide to THE SCHOOL BOARD an annual report of legal services provided by the Office of the General Counsel.

8. ENTIRE AGREEMENT. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. NOTICE. 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 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 THE SCHOOL BOARD: Chair
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To EDWARD J. MARKO: Edward J. Marko
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

10. ASSIGNMENT. This Agreement shall inure to the benefit of, and shall be binding upon, THE SCHOOL BOARD, its successors and assigns, and the GENERAL COUNSEL, his heirs and personal representatives, but may not be assigned by the GENERAL COUNSEL.

11. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

12. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. 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.

14. AUTHORITY. 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.

15. POSITION OF GENERAL COUNSEL. MARKO acknowledges that THE SCHOOL BOARD will issue a Request for Proposals (RFP) in June 2009 for the position of General Counsel and that THE SCHOOL BOARD anticipates selecting a candidate for this position in September 2009. The selected candidate will work in collaboration with MARKO until the expiration of this Employment Agreement on January 1, 2010.

Upon the expiration of this Employment Agreement, MARKO will transition into an emeritus position. The role, salary, duties, and responsibilities of this position will be further developed by THE SCHOOL BOARD and MARKO.

16.1 SHORT AND LONG TERM EXPECTATIONS.

MARKO acknowledges that the following short and long term expectations will be developed into identifiable performance objectives and measurable goals. Until those performance objectives and goals are established, MARKO will strive to fulfill these short and long term expectations:

16.2 Short Term Expectations:

- (a) Annually report progress on THE SCHOOL BOARD's expectations at a Board Workshop with identifiable action steps;
- (b) Continually review best practices comparisons with other quality districts. Present ideas to THE SCHOOL BOARD with recommendations for legal services;
- (c) Hire and train new attorney(s) and support staff including experienced paralegal, as necessary and directed by THE SCHOOL BOARD and the Legal Services

Committee and reduce the amount of outside attorneys as much as possible by hiring more attorneys in-house;

- (d) Improve response time to requests from THE SCHOOL BOARD, Superintendent, and staff;
- (e) Provide input and expedited services to THE SCHOOL BOARD's Agenda Items where appropriate on content and not merely form;
- (f) Continue to be active with current Executive Leadership Team in retreats, meetings, and training workshops;
- (g) Provide quarterly reports to THE SCHOOL BOARD on pending litigation, legislation, budget, and activities of the Attorney's Office;
- (h) Provide a needed link to risk prevention planning with Third Party Administrator and a combined risk reduction effort/plan;
- (i) Provide an annual written report to THE SCHOOL BOARD (January) on budget and activities of the Attorney's Office;
- (j) Prepare an annual training plan for the THE SCHOOL BOARD, Department Directors, and Schools as necessary.
- (k) Implement latest technology for attorneys and the legal office; and
- (l) Initiate bi-annual legislative updates on laws and procedures affecting THE SCHOOL BOARD.

16.3 Long Term Expectations:

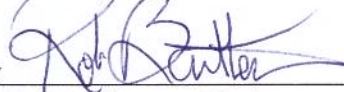
- (a) Prepare the Legal Department for transition and change in the next two years. Continue to create a positive atmosphere that enhances delivery of services, promotes collegiality and service to THE SCHOOL BOARD and ELT;
- (b) Recruitment of quality, experienced attorneys in necessary areas and hiring of new staff to decrease the use of outside attorneys and shift to the use of more in-house attorneys;
- (c) Transition to managing and supervision rather than carrying heavy caseload;
- (d) Restructure office by developing annual goals and clear division of expertise and workload within the office structure;
- (e) Be supportive of THE SCHOOL BOARD's request for General Counsel transition to a new Counsel in September 2009. Develop emeritus role; and

- (f) Work with Superintendent's staff to expand office space and facilities to appropriately support the expanded legal responsibilities.

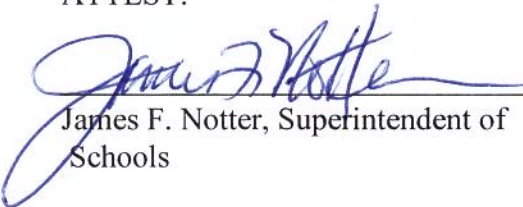
IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this 18th day of March, 2008.

ATTEST:

(Corporate Seal)
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Robin Bartleman, Chair

ATTEST:


James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:


School Board Attorney

FOR EDWARD J. MARKO

Joanne C. Fritz
Witness
[Signature]
Witness

[Signature]
Edward J. Marko

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by Edward J. Marko who is personally known to me or who produced n/a as identification and who did/did not first take an oath this 18th day of March, 2008.

My Commission Expires:

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

Notary's Commission No.

(SEAL)

