

**SUPERINTENDENT'S
EMPLOYMENT AGREEMENT**

THIS AGREEMENT made this 4th day of October, 2011, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "SBBC", and **ROBERT W. RUNCIE**, hereinafter referred to as "Mr. Runcie" or "Superintendent."

WITNESSETH:

WHEREAS, SBBC wishes to employ and appoint Mr. Runcie as the Superintendent of Schools (hereinafter referred to as "Superintendent") for the school district of Broward County, Florida (hereinafter referred to as "School District"); and

WHEREAS, Mr. Runcie is willing to perform the duties and responsibilities of the Superintendent for the School District.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

**ARTICLE 1
RECITALS**

1.1 RECITALS:

The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2
POSITION OF SUPERINTENDENT OF SCHOOLS**

2.1 EMPLOYMENT OF SUPERINTENDENT:

SBBC hereby employs and appoints Mr. Runcie as Superintendent of Schools for The School Board of Broward County, Florida for the term of this Agreement. Mr. Runcie hereby agrees to perform the duties and responsibilities of Superintendent of Schools during the term of this Agreement in accordance with the terms, covenants and conditions set forth herein. The SBBC shall not reassign the Superintendent to another position during the term of this Agreement without the Superintendent's express written consent.

2.2 TERM OF CONTRACT:

Unless terminated earlier pursuant to Article 10, this Agreement shall remain in full force and effect from October 5, 2011 through and including October 4, 2014.

In addition, unless this Agreement is terminated sooner as provided herein, the Board and the Superintendent shall meet in a regular or special Board meeting at least 12 months prior to the termination date for this Contract or any amendments to this Contract to determine whether

the Superintendent and the Board desire to enter into a successor contract. It is the Superintendent's responsibility to place such item on the agenda of a Board meeting at least 12 months prior to the termination date for this Contract or any amendments to this Contract.

2.3 OFFICIAL DUTIES:

As Superintendent, Mr. Runcie shall be the Chief Executive Officer of the School District, Secretary to SBBC, and shall have charge of the administration of schools. He shall faithfully perform the duties and responsibilities of Superintendent as specified in that position's job description as from time to time adopted by SBBC, and as prescribed by the laws of the State of Florida, the rules of the Florida State Board of Education, SBBC Policies and this Agreement, and as may be assigned by SBBC. The Superintendent's job description is attached hereto as Appendix "A" and is incorporated herein by reference. The Superintendent shall comply with all SBBC directives, state and federal laws, applicable rules and regulations, and School Board policies as exist or may be adopted or amended. The Superintendent shall directly and indirectly supervise all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the needs of the School District subject to approval by SBBC. Except as permitted by this Agreement, Mr. Runcie agrees to devote his full time and efforts to the performance of the duties and responsibilities of Superintendent in a faithful, diligent and efficient manner. The Superintendent's responsibilities, duties and functions shall include, without limitation, the following:

2.3.1 Serving as the Chief Executive Officer of the School District in accordance with Florida Statutes, state rules and School District Policies. All powers and duties necessary to the efficient management and administration of the School District shall be delegated to the Superintendent to the full extent permitted by law;

2.3.2 Working with SBBC, School District personnel, parents and the public to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes;

2.3.3 Representing the interests of SBBC and the School District in day-to-day contact with parents, citizens, the community and other governmental agencies;

2.3.4 Providing leadership, guidelines and directions to ensure implementation of SBBC's policies relating to facilities, curriculum, instruction, student services, personnel, budget and business affairs;

2.3.5 Reporting information and analyses regularly to the SBBC regarding student achievement and test scores;

2.3.6 Reviewing all SBBC polices and making appropriate recommendations to SBBC for revisions, additions, deletions and modifications to such policies;

2.3.7 Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees in accordance with Florida Statutes, State Board of Education Rules, and the policies adopted by SBBC;

2.3.8 Providing leadership and direction in planning and financing the maintenance of existing schools and to meet the growth needs of Broward County with new schools;

2.3.9 Advising and making recommendations to SBBC regarding possible sources of funds that may be available to implement present or contemplated district programs;

2.3.10 Maintaining and improving his professional competency by all available means including, without limitation, reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities;

2.3.11 Establishing and maintaining an effective community relations program including effective relationships with the media;

2.3.12 Communicating openly, systematically and in a timely manner with SBBC, district staff and the community and to promptly inform SBBC of critical issues or incidents;

2.3.13 Providing educational leadership to ensure quality teaching and learning; and

2.3.14 Performing such other duties, responsibilities and functions as assigned or required by SBBC.

2.4 **DOCUMENTS OF OFFICE:**

The Superintendent shall execute and file the oath of office or any other documents required for the School District's personnel files and for payroll purposes. The Superintendent shall file with the Broward County Supervisor of Elections all documents required of him under Florida law.

2.5 **MEETINGS OF THE BOARD:**

The Superintendent shall attend all regular and special meetings of the SBBC pursuant to sections 1001.48 and 1001.51(2), Florida Statutes, and any closed door sessions pursuant to sections 286.011(8) and 447.605(1), Florida Statutes.

ARTICLE 3
COMPENSATION OF SUPERINTENDENT

3.1 **BASE SALARY:**

The Superintendent's base annual salary shall be Two Hundred Sixty Eight Thousand Dollars and No/00 Cents (\$268,000.00). The Superintendent's base annual salary may be increased in accordance with Section 3.2 of this Agreement. In no event shall the

Superintendent's base salary be reduced during the term of this Agreement without mutual agreement of the parties in writing.

3.2 SALARY ADJUSTMENTS:

The Superintendent's annual base salary shall be increased by the percentage of pay increase provided by SBBC to its 12-month administrative personnel for that fiscal year, **if any**.

3.3 PAYMENT OF BASE SALARY:

SBBC shall pay the Superintendent's base salary in equal installments in accordance with the School District's rules, policies and practices governing the payment of 12-month administrative personnel.

3.4 VEHICLE ALLOWANCE:

The duties and responsibilities of his office will require the Superintendent to travel extensively in county by automobile throughout the School District. SBBC shall pay the Superintendent the sum of Nine Hundred Dollars (\$900.00) during each month of the term of this Agreement (hereinafter referred to as "Vehicle Expense Allowance"). The Superintendent acknowledges that SBBC's payment of the Vehicle Expense Allowance is provided in lieu of any other compensation or reimbursement for any in county use of his personal vehicle for the conduct of official School District business during the term of this Agreement.

3.5 EXPENSE ALLOWANCE:

SBBC will provide the Superintendent an allowance in the amount of \$500.00 per month (hereinafter referred to as "Expense Allowance") during the term of this Agreement to be used for business-related expenses incurred by the Superintendent in the performance of his duties and responsibilities.

ARTICLE 4
INSURANCE COVERAGES AND BENEFITS

4.1 MEDICAL, VISION AND DENTAL INSURANCE:

In addition to other benefits provided under this Agreement, SBBC shall provide health (Enhanced HMO), vision (Basic), dental insurance (Enhanced DHMO), and other flexible benefits to the Superintendent and his family during the entire term of this Agreement to the extent same is available from time to time to SBBC's other 12-month administrative employees. The costs of all such insurance coverages and other benefits so provided to the Superintendent and his family shall be paid for by SBBC.

4.2 MEDICAL EXAMINATION:

SBBC requires and agrees to pay for Mr. Runcie to undergo a medical examination within two (2) months of each anniversary date of this Agreement. Mr. Runcie may choose any physician or group of physicians licensed by the State of Florida or any other state to perform this medical examination and the facility at which the medical examination will be performed. The selected examining physician or group of physicians shall provide the results of such

medical examination to SBBC in a format stating whether Mr. Runcie is physically fit to perform the responsibilities and duties of Superintendent. All costs and expenses of this medical examination shall be paid under the Superintendent's health plan provided by SBBC. All costs of such medical examinations that are not covered by SBBC's health plan shall be paid or reimbursed by SBBC up to a maximum cost of Three Thousand, Five Hundred Dollars and No/00 Cents (\$3,500.00). The medical examination shall be confidential in accordance with section 1012.31, Florida Statutes, as may be amended from time to time, and any applicable federal law.

4.3 FLORIDA RETIREMENT SYSTEM:

The Superintendent shall participate in the Florida Retirement System (FRS). SBBC shall contribute to the FRS as required by Florida Statute.

4.4 DISABILITY INSURANCE:

SBBC shall provide long-term disability insurance coverage for the Superintendent during each year of the term of this Agreement. The benefits payable under such coverage shall be paid at the rate of sixty-six and two-thirds percent (66-2/3%) of the Superintendent's base salary to a maximum benefit of Seventeen Thousand Five Hundred Dollars and No/00 Cents (\$17,500.00) per month and SBBC shall pay the cost of such coverage.

4.5 LIFE INSURANCE:

The Superintendent shall receive term life insurance coverage in the amount of Two Hundred and Fifty Thousand Dollars and No/00 Cents (\$250,000.00) per year. The life insurance benefits shall be made payable to the Superintendent's named beneficiary. SBBC shall pay the premium for such insurance. The Superintendent may elect to obtain, at his own expense, additional term life insurance through any insurance plan offered to other 12-month administrative employees.

4.6 SUPERINTENDENT-PAID CONTRIBUTIONS:

The Superintendent may contribute to any additional retirement plan(s) for which he is qualified under the Internal Revenue Code or state and federal laws. For the purposes of this Agreement, "additional retirement plan(s)" shall consist of any retirement plans authorized by Sections 401a, 403b and/or 457b of the Internal Revenue Code. The Superintendent will determine into which plan or plans he will participate. Any deposits in such plan(s) will be made each pay period during each contract year. Deposits may be made into one or more of the authorized plans in any given year and will immediately become completely vested on the first day of the year for which they are deposited.

4.7 OTHER BENEFITS AND PROGRAMS:

The Superintendent shall be entitled to receive those benefits and participate in those employee programs specifically identified in this Agreement and may participate in any other employee programs not expressly identified in this Agreement that are available to other 12-month administrative employees.

4.8 **INFORMATION AND COMMUNICATIONS TECHNOLOGY:**

SBBC shall bear the expense for and provide the Superintendent such information and communications technology equipment as he may reasonably request for use in his office, residence and automobile for the conduct of his duties and responsibilities and for incidental personal use. SBBC shall bear all monthly or recurring charges associated with service provided by such equipment.

ARTICLE 5
TRAVEL AND PROFESSIONAL ASSOCIATIONS

5.1 **TRAVEL EXPENSES:**

In order to assist and enhance the Superintendent's ability to perform his duties and responsibilities, SBBC shall pay for or reimburse any reasonable travel expenses incurred outside of Broward County, Florida by the Superintendent in the conduct of his duties and responsibilities. Any such reasonable expenses shall be paid or reimbursed to the extent permitted by state law and School Board Policy 3400 and shall include, without limitation, air travel, lodging, meals, rental car and other reasonable travel-related expenses incurred in the performance of the Superintendent's duties and responsibilities. SBBC will provide the Superintendent a School District credit card that may be used for allowable expenses.

5.2 **DOCUMENTATION OF EXPENSES:**

The Superintendent shall comply with all SBBC policies, procedures and documentation requirements for expenses incurred in the conduct of School District business. All such expenditures shall be subject to review by SBBC's independent auditors.

5.3 **PROFESSIONAL CONFERENCES AND MEETINGS:**

SBBC encourages the Superintendent to attend professional conferences and meetings with other educational agencies and educators during the term of this Agreement. SBBC shall pay in full or reimburse all legally valid expenses and fees associated with the Superintendent's participation in such conferences and meetings. The Superintendent shall periodically provide reports to SBBC about those conferences and meetings in which he has participated. The Superintendent shall file itemized expense statements to be processed and approved by the School District as provided by law and School Board Policy 3400. SBBC will provide the Superintendent a School District credit card that may be used for allowable expenses as noted above.

5.4 **PROFESSIONAL MEMBERSHIPS:**

SBBC encourages the Superintendent to belong to appropriate professional and educational organizations and where such membership will serve the best interests of the School District. The Superintendent may hold offices or accept responsibilities in such professional associations and organizations provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Accordingly, SBBC shall pay for or reimburse the Superintendent for any membership dues necessary to participate in such organizations. The

Superintendent shall present appropriate statements and invoices for such membership dues in accordance with School District practices and School Board Policies.

5.5 MOVING AND TRANSITION EXPENSES:

The SBBC shall reimburse the Superintendent for up to \$20,000.00 in moving and transition expenses. These expenses include moving, transportation, lodging, temporary housing, and travel related (rental car, air fare) expenses. Reimbursement shall be made upon presentation of receipts for same. The SBBC agrees to pay \$10,000.00 to the Superintendent up front upon execution of this Agreement subject to the same receipt requirements.

ARTICLE 6
VACATION LEAVE

6.1 VACATION LEAVE DAYS:

The Superintendent shall receive twenty-four (24) working days of paid vacation leave (exclusive of holidays) each fiscal year. The days shall vest on the first day of the contract each year during the Term of this Agreement. The Superintendent may accumulate unused vacation leave and carry same over to the following fiscal year. Upon termination or expiration of his employment as Superintendent under this Agreement, SBBC shall pay the Superintendent the value of his unused and accumulated vacation leave days subject to limitations imposed by Florida law and School Board policies. In the event of his death during the term of this Agreement, SBBC shall pay to the Superintendent's personal representative the value of his unused and accumulated vacation leave days within thirty (30) days of his demise.

In order to provide essential services to the District, the Superintendent may not be able to use all of his earned vacation in a year and/or may be unable to schedule vacation at a desirable time. In consideration of such circumstances, at the Superintendent's election, the District annually on June 30 shall pay the Superintendent for up to 10 vacation days to be computed at 1/244 of the Superintendent's current base salary for each vacation day.

6.2 USE OF VACATION LEAVE:

The Superintendent shall follow all School Board policies with respect to the use of vacation days. The Superintendent shall submit written requests to the School Board Chair for use of his vacation days.

6.3 ACCRUAL OF VACATION LEAVE:

Any unused and accumulated vacation leave days in excess of the amount allowable by School Board Policy and applicable law shall expire on June 30th of each year.

ARTICLE 7
SICK LEAVE

7.1 SICK LEAVE:

The Superintendent shall earn sick leave at the same rate as that of other twelve (12) month administrators. Upon termination or expiration of his employment as Superintendent

under this Agreement or at the end of his employment by SBBC, whichever first occurs, SBBC shall pay the Superintendent the value of his unused and accumulated sick leave days subject to limitations imposed by Florida law and School Board Policies. In the event of his death during the term of this Agreement, the Board shall pay to the Superintendent's personal representative the value of his unused and accumulated sick leave days within thirty (30) days of his demise. Sick leave shall accumulate and be valued subject to applicable Florida Statutes, state rules and School Board Policies.

ARTICLE 8 **CONSULTING WORK**

8.1 CONSULTING WORK:

The Superintendent shall devote his full time, skill, labor and attention to the performance of his official duties. Provided that such activities do not interfere with his duties under this Agreement, the Superintendent may serve as a consultant to other companies, school districts or educational agencies, lecture, teach, engage in writing and speaking activities, and engage in other outside professional activities for compensation (hereinafter referred to as "Consulting Work"). Any Consulting Work undertaken by the Superintendent must be performed on the Superintendent's vacation time, personal leave time, holidays or other non-duty time. The Superintendent will disclose to SBBC in writing any Consulting Work he will perform in advance of performing same.

ARTICLE 9 **EVALUATION OF SUPERINTENDENT AND EXTENSION OF TERM**

9.1 EVALUATION INSTRUMENT:

By November 1 of each year of this Agreement, the Superintendent shall submit to the Board a recommended evaluation form, format and process. By December 1 of each school year, the Board and the Superintendent shall meet to discuss and agree on the recommended form, format and process.

9.2 ANNUAL EVALUATION:

By April 1 of each year of this Agreement, the Superintendent shall provide the Board a self-appraisal of his accomplishments and attainment of agreed-upon goals. By May 31 of each year of this Agreement, the Board shall evaluate the performance of the Superintendent using the agreed-upon form, format and process and the Superintendent's self-appraisal.

9.3 INTERIM EVALUATIONS:

In addition to its annual evaluations, SBBC may conduct an interim evaluation of the Superintendent at any time it deems appropriate or upon the request of the Superintendent but at a minimum shall conduct at least one (1) interim evaluation each year.

9.4 **EVALUATION IN THE SUNSHINE:**

The Superintendent hereby acknowledges that his evaluation must be conducted by the SBBC in the Sunshine and that said evaluation shall be a public record at the time the evaluation is conducted.

ARTICLE 10
TERMINATION AND NON-RENEWAL

10.1 **TERMINATION WITHOUT CAUSE:**

SBBC may remove the Superintendent from office at any time during this Agreement without any reason upon an affirmative vote of a majority of the membership constituting SBBC. Nothing in this Agreement shall prevent SBBC, upon an affirmative vote of a majority of SBBC's members, from exercising its discretion to terminate this Agreement and the services of the Superintendent. The Superintendent shall receive ninety (90) days written notice of such determination by the Board. The Superintendent expressly waives any right he might otherwise have to reasons for his termination, prior notice and/or a hearing in connection with the termination of his employment, except as expressly provided in this Agreement.

10.2 **TERMINATION COMPENSATION:**

In the event that the Superintendent is terminated without cause by SBBC pursuant to Section 10.1, SBBC agrees to pay the Superintendent a sum equivalent to his salary for a period of twelve (12) months or for the remaining term of this Agreement, whichever period of time is less. In addition to such termination compensation, SBBC shall also pay the Superintendent for his earned and unused sick leave and vacation days at the appropriate per diem rate subject to state law and SBBC policy. All compensation paid by SBBC to the Superintendent under the provisions of this Section shall be considered liquidated damages.

10.3 **TERMINATION FOR CAUSE:**

The Superintendent may be dismissed for cause from his employment for conduct which is seriously prejudicial to SBBC or the School District including, without limitation, willful neglect of duty; material breach of contract; violation of the Code of Ethics applicable to members of the teaching profession in Florida; violation of the Code of Ethics prescribed by Chapter 112, Florida Statutes (as amended); conduct precluded by Rules 6B-1.001, 6B-1.006 and 6B-4.009, Florida Administrative Code (as amended); or for "just cause" as determined by Section 1012.33, Florida Statutes (as amended). Notice of termination for cause shall be given in writing and the Superintendent shall be entitled to such due process rights as provided by state law and SBBC policy. If this Agreement is terminated for cause, the Superintendent's term of office shall immediately cease. If terminated for cause, the Superintendent shall be ineligible for any other compensation or benefits. However, the Superintendent is entitled upon termination for cause to payment for his earned, accrued and unused vacation days.

10.4 BENEFITS UPON TERMINATION:

In the event of termination of this Agreement, the Superintendent's medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of such employment.

10.5 SUPERINTENDENT'S INCAPACITY:

In the event that the Superintendent becomes unable to perform any or all of his duties with or without reasonable accommodations under this Agreement due to illness, accident or other cause beyond his control and if said inability continues for a period of more than thirty (30) consecutive days, SBBC may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of the Superintendent under this Agreement. If such disability continues for more than ninety (90) consecutive days, SBBC may, in its sole discretion, terminate this Agreement whereupon the respective duties, rights and obligations of the parties hereto shall terminate including any obligations for severance pay contained in Section 10.2 hereof. In the event of termination due to disability, the Superintendent shall continue to receive the salary and benefits provided in this Agreement for a period of ninety (90) days from the date the Superintendent becomes disabled. SBBC's decision and determination as to the disability of the Superintendent shall be final and shall be based upon the opinion of a properly licensed medical doctor. The Superintendent hereby consents to any medical examination requested by SBBC under this provision. The parties agree that SBBC may choose the medical doctor who will perform any such medical examination.

10.6 RESIGNATION:

If Mr. Runcie should at any time elect to resign his position, he agrees to provide SBBC not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to SBBC in accordance with the notice provisions of this Agreement, this Agreement and all rights and obligations created hereunder shall terminate regardless of the date upon which such resignation is to be effective. Such written resignation shall become effective on the 90th day after its delivery to SBBC and shall become final. Without regard to whether it was accepted or not by SBBC, such written resignation may not be withdrawn or revoked by the Superintendent without the consent and agreement of SBBC. All salaries, vacation leave, sick leave, and other emoluments and benefits which are or would be payable or accrue to the Superintendent under this Agreement shall be equitably prorated as of the effective date of the resignation.

10.7 RETIREMENT OR DEATH OF SUPERINTENDENT:

This Contract shall be terminated upon the retirement or death of the Superintendent. If termination is the result of the death of the Superintendent, the Superintendent's estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which the Superintendent participated and any salary, reimbursement, accrued benefits or other payments due and owing under this Agreement as of the date of death. If termination is the result of the Superintendent's retirement, the Superintendent shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this Agreement as of the date of retirement.

10.8 MUTUAL AGREEMENT:

This Contact may be terminated by mutual agreement of the Superintendent and the Board in writing upon mutually agreed upon terms and conditions. If termination by mutual agreement, the Superintendent shall be entitled to any salary, reimbursements, accrued benefits or other payments due and owing under this Agreement as of the termination date. Termination under this section does not trigger section 10.2 termination compensation unless agreed to by the parties at the time of the mutual separation.

ARTICLE 11
INDEMNIFICATION

11.1 INDEMNIFICATION:

SBBC agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of SBBC, provided the incident arose out of or while the Superintendent was acting within the scope of his employment. SBBC shall have no obligation to defend, hold harmless or indemnify the Superintendent for any intentional wrongdoing or reckless failure to perform in office or for any willful or wanton neglect of duty. Nothing herein shall be construed as a waiver of sovereign immunity by SBBC or of any rights or limitations provided in Florida Statutes including, without limitation, those rights and limitations set forth in Section 768.28, Florida Statutes.

ARTICLE 12
BACKGROUND SCREENING

12.1 BACKGROUND SCREENING:

The Superintendent agrees to comply with all background screening requirements required of School District employees by state law and School Board Policies.

ARTICLE 13
GENERAL CONDITIONS

13.1 BOARD/SUPERINTENDENT COMMUNICATIONS:

The Board and the Superintendent agree that they shall work with each other in the spirit of cooperation and team work and shall provide each other with periodic opportunities to discuss Board/Superintendent relationships and communications. By November 15, 2011, or at such later time as they might mutually agree, the Board and the Superintendent shall meet to discuss the roles of the Board and the Superintendent and to develop a process and procedure by which the Board and the Superintendent will communicate, with emphasis upon productive and constructive communications between the Board and the Superintendent.

The Board, individually and collectively, shall refer in good faith all substantive criticisms, complaints and suggestions which have been called to the Board's attention, subject to the individual's or Board's judgment based upon then existing circumstances, to the Superintendent for study and appropriate action and the Superintendent shall investigate such matters and inform the Board of the results of such action.

13.2 **SOVEREIGN IMMUNITY:**

Nothing herein is intended to serve as a waiver by SBBC of sovereign immunity or of any rights under Section 768.28, Florida Statutes.

13.3 **NO THIRD PARTIES:**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract.

13.4 **NON-DISCRIMINATION:**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

13.5 **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.

13.6 **AMENDMENTS:**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

13.7 **AGREEMENT PREPARATION:**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.8 **WAIVER:**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13.9 **LEGAL COMPLIANCE:**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

13.10 **GOVERNING LAW:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

13.11 **BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.12 **ASSIGNMENT:**

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

13.13 **FORCE MAJEURE:**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

13.14 **PLACE OF PERFORMANCE:**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Donnie Carter, Interim Superintendent

Approved as to Form and Legal Content:

Paul Garland 10/3/11

Office of the General Counsel

FOR SUPERINTENDENT:

Witness

ROBERT W. RUNCIE

Witness

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by ROBERT W. RUNCIE who is personally known to me or who produced _____ as identification and who did/did not first take an oath this _____ Type of Identification day of October, 2011.

My Commission Expires:

Signature – Notary Public

(SEAL)

Notary's Printed Name

Notary's Commission No.