

Renewed Employment Agreement Assistant School Board Attorney

THIS RENEWED EMPLOYMENT AGREEMENT is made this 17th day of May, 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, (hereinafter the "BOARD") and HEATHER J. WALLACE (hereinafter "ATTORNEY").

WHEREAS, BOARD desires to extend ATTORNEY's employment as its Assistant School Board Attorney on the terms and conditions provided herein and ATTORNEY has agreed to be employed by the BOARD in the capacity of Assistant School Board Attorney on the terms and conditions provided herein;

NOW THEREFORE, in consideration of the premises and mutual agreements herein, the BOARD and ATTORNEY hereby agree as follows:

1. **EMPLOYMENT AND TERM.** ATTORNEY is employed as BOARD's Assistant School Board Attorney for a term beginning July 1, 2016, and ending June 30, 2019, unless sooner terminated as hereinafter provided. This Agreement may be renewed on terms agreed upon by the parties.

2. **DUTIES.** ATTORNEY shall perform the duties and responsibilities set forth in the job description for the position of Assistant School Board Attorney, as may be amended from time to time, including the performance of such other duties and responsibilities as the School Board Attorney shall direct.

3. **COMPENSATION.** The ATTORNEY shall receive an annual salary equal to her current annual salary, along with any increases in such annual salary equal to the same annual percentage pay increase received by teachers employed by the BOARD, not to exceed 5%, at such times when those increases go into effect, less appropriate deductions for standard items such as employment taxes, income tax withholding, retirement contributions that are required by law, and voluntary deferred compensation. Such salary shall be paid in accordance with the BOARD'S normal payroll practices.

In addition to the compensation herein provided, ATTORNEY will be entitled to participate in all benefit programs in the same manner as District 12-month administrative employees and pursuant to BOARD's policies. Further, within budgetary limitations and subject to the approval of the School Board Attorney, the BOARD shall pay for reasonable professional membership dues of the ATTORNEY in professional associations and for travel and attendance at in-state continuing legal education programs, and other meetings that the School Board Attorney deems in the best interest of the BOARD.

Upon the last day of employment, the ATTORNEY shall receive terminal pay on the same basis as District 12-month administrative employees, including payment for accrued vacation and possible payment of accrued sick leave, pursuant to BOARD policy in effect at the time of termination of employment.

4. **ANNUAL EVALUATION.** The School Board Attorney will evaluate ATTORNEY annually on or before July 1st of each year while this Employment Agreement is in force.

5. **TERMINATION.** This Agreement may be terminated (1) by mutual agreement of the parties, (2) by death or extended disability of ATTORNEY, or (3) for just cause. Just cause shall include, without limitation, substantial breach of this Agreement or violation of BOARD policy. Should the BOARD terminate this Agreement for cause by action taken at a duly noticed regular or special meeting of the BOARD, the Chairperson shall give written notice of termination to ATTORNEY. ATTORNEY'S employment with the BOARD shall terminate upon receipt of such notice, and such termination shall be final. The ATTORNEY may challenge the just cause finding by timely filing a petition with the BOARD pursuant to the Uniform Rules of Procedure. The petition shall be referred to the Division of Administrative Hearings for the appointment of an

Administrative Law Judge ("ALJ"). The administrative proceeding shall constitute an employment dispute within the meaning of Section 215.425, F.S. Should the ALJ determine that just cause did not exist, or if the parties agree to settle the matter at any time before or after a hearing, ATTORNEY shall be paid four (4) weeks of base salary without benefits computed as of the date of termination of employment, the payment of which shall be in full satisfaction of any and all claims and causes of action ATTORNEY has or may have arising out of or relating to this Agreement, and the payment of which the parties agree is made pursuant to Section 215.425(4)(a), F.S. Should the ALJ determine that just cause did exist, then no payment shall be due. Notwithstanding any provision herein to the contrary, no severance pay shall be due or paid if ATTORNEY was terminated for an act of misconduct, as that term is defined in Section 443.036, F.S. See Section 215.425(4)(a)2., F.S. ATTORNEY acknowledges that BOARD members may have voted in favor of termination of employment, but ATTORNEY agrees not to seek to have such member or members recused at any stage in the administrative proceeding, including consideration of the ALJ's recommended order and issuance of a final order, or in any related proceeding.

In addition, the ATTORNEY may resign during the term of this Agreement without the consent of the BOARD upon sixty (60) days advance written notice.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement concerning employment arrangements between the BOARD and the ATTORNEY. This Agreement may not be changed, except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

7. NOTICES. Any notice given under this Agreement shall be sufficient if one party sends it in writing and by registered or certified U.S. Mail to the other at the address of record. The date three (3) days after the date of mailing of such notice shall be deemed to be the date of delivery thereof.

8. SEVERABILITY. In the event any term, paragraph or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Employment Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto signed their names and affixed their seals this 17th Day of May, 2016.

**The School Board of Pinellas
County, Florida**

Attorney

By: _____
Peggy L. O'Shea, Chair

Heather J. Wallace

ATTEST:

Michael A. Grego, Ed.D.
Superintendent

Approved as to form:



David A. Koperski
School Board Attorney