

**EMPLOYMENT AGREEMENT
ASSISTANT GENERAL COUNSEL
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, (hereinafter referred to as “SCHOOL BOARD”), a body corporate and political subdivision of the State of Florida whose principal place of business is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, and **VALERIE PAYNE LONDONO** (hereinafter referred to as “LONDONO” or “Assistant General Counsel”), whose address is 12104 Ampersand Drive, Orlando, Florida 32832.

WHEREAS, the SCHOOL BOARD desires to employ LONDONO as its Assistant General Counsel on the terms and conditions provided herein; and,

WHEREAS, LONDONO has agreed to serve as Assistant General Counsel for the SCHOOL BOARD on the terms and conditions provided herein; and,

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

1. TERMS OF EMPLOYMENT:

A. Terms of Employment: The SCHOOL BOARD hereby agrees to employ LONDONO as Assistant General Counsel and LONDONO hereby accepts and agrees to such employment for a term of employment commencing on January 4, 2021, and ending on June 30, 2022, provided all SCHOOL BOARD requirements for employment have been met. The Assistant General Counsel shall devote full time to SCHOOL BOARD business and shall not have any shares or partnership status with any and all law firms during the terms of this Employment Agreement and LONDONO shall serve no other clients as an attorney during the term of the Agreement, except as provided for herein in paragraph 7, below. The nature of employment

between the SCHOOL BOARD and the Assistant General Counsel is that of employer and employee.

B. Renewal of Employment: Upon written consent by LONDONO, subject to approval by the SCHOOL BOARD, the terms of employment, as set forth herein, may be renewed and extended for additional terms.

2. COMPENSATION: For all services rendered by the Assistant General Counsel pursuant to this Agreement, the SCHOOL BOARD shall pay to and provide the salary and other benefits described in this Agreement.

A. Base Salary:

i. For the remainder of the 2020-2021, fiscal year, the Assistant General Counsel shall receive a pro-rated base annual salary of \$110,000, less appropriate deductions for employment taxes and income tax withholdings. Any such annual salary shall be paid in accordance with the SCHOOL BOARD's normal payroll procedures for administrative employees.

ii. Upon reappointment and subject to a satisfactory annual performance evaluation at the end of the fiscal year, the Assistant General Counsel's salary shall be increased by the percentage of salary increase provided to other twelve (12) month administrative employees of the SCHOOL BOARD, if any. Each such increase to the Assistant General Counsel's salary shall become effective as of the effective date of the increase applicable to the SCHOOL BOARD's twelve (12) month administrative employees.

iii. If other twelve (12) month administrative employees of the SCHOOL BOARD do not receive a salary increase for a particular year, then the Assistant General Counsel will not be eligible for a salary increase for that year.

B. Retirement: In addition to the salary provided in Paragraph 2(A) above, the Assistant General Counsel shall be eligible to participate in the Florida Retirement System and all other retirement programs for which she is or may become eligible during the term of this Agreement.

C. Expenses: The SCHOOL BOARD shall establish a budget to pay or reimburse the Assistant General Counsel for her reasonable and necessary expenses incurred in performance of her duties hereunder in accordance with applicable state law and SCHOOL BOARD policies. Without limiting the foregoing, the SCHOOL BOARD shall budget expenses for the Assistant General Counsel to attend professional and official meetings, seminars, continuing legal education programs, conventions, conferences, and other meetings and functions that the Assistant General Counsel deems relevant to the performance of her duties hereunder without further SCHOOL BOARD approval. The SCHOOL BOARD shall pay any and all membership fees and dues of the Assistant General Counsel in the Florida Bar, the Florida School Board Attorneys Association (FSBAA), and the Brevard County Bar Association (BCBA), the City, County and Local Government Section of the Florida Bar.

F. Vacation, Sick Leave, and Holidays: During the term of employment under this Agreement, the Assistant General Counsel shall be entitled to the same annual leave benefits as authorized by SCHOOL BOARD policies for administrative employees on twelve (12) month calendars. The Assistant General Counsel shall be entitled to sick leave as authorized in SCHOOL BOARD policies for administrative employees on twelve (12) month calendars. The Assistant General Counsel shall be entitled to the same holidays as the twelve (12) month administrative employees of the SCHOOL BOARD.

4. **TERMINATION:**

A. Termination for Cause. The Assistant General Counsel may be terminated for cause as provided in Section 1012.33, Florida Statutes, or other applicable statute. It shall be considered just cause under this Agreement to terminate the Assistant General Counsel if she is disciplined, suspended, or disbarred by the Florida Bar or if she is charged with a violation of Florida or Federal criminal law, or found liable for a violation for the Florida Rules of Professional Conduct and/or the Code of Ethics in the Education Profession in Florida.

B. Termination for Disability. The SCHOOL BOARD shall have the right to terminate the Assistant General Counsel's employment in the event Assistant General Counsel develops a disability which prevents her from fully performing her duties outlined herein.

C. Resignation by the Assistant General Counsel. The Assistant General Counsel may resign during the term of this Agreement without the consent of the SCHOOL BOARD upon no less than thirty (30) days written notice or upon mutual agreement of the parties. The SCHOOL BOARD's obligation to compensate the Assistant General Counsel under this Agreement will terminate upon the Assistant General Counsel's resignation effective date or upon mutual agreement of the parties. The Assistant General Counsel shall also be entitled to any accrued, but unused annual leave in accordance with SCHOOL BOARD policies for administrative employees on twelve (12) month calendars.

D. Termination Without Cause.

i. LONDONO recognizes and acknowledges that the position of the Assistant General Counsel is an at-will position and that the Assistant General Counsel serves at the pleasure of the Superintendent. LONDONO further acknowledges that as a condition of her employment with the SCHOOL BOARD, she shall not serve or represent any other clients, except

as provided herein in Paragraph 7 below, and that she shall not have any shares or partnership status with any and all law firms during the terms of this Agreement.

ii. The SCHOOL BOARD acknowledges that LONDONO, as a result of the conditions imposed in this Agreement, will suffer financial hardship and potential injury to her personal and professional reputation in the community if she is terminated without cause. Therefore, this Agreement may be terminated without cause by the SCHOOL BOARD provided that LONDONO shall be entitled to a severance package equivalent to the remainder of this agreement or up to statutory limits from the date of termination, along with the salary and any other benefits that have accrued, but are unpaid as of the date of the termination and an amount equal to the pro rata portion of her salary for any unused personal leave, unless her annual contract is not renewed at the end of the contract term, in which case no severance will be provided. The foregoing shall survive the expiration or termination of this Agreement.

5. DUTIES:

LONDONO shall perform the duties and responsibilities set forth in the job description for the position of Assistant General Counsel, as may be amended from time to time, including the performance of such other duties and responsibilities as the General Counsel, SCHOOL BOARD, and Superintendent shall direct.

6. PERFORMANCE EVALUATION: On an annual basis, the General Counsel will evaluate and assess, in writing, the performance of the Assistant General Counsel, including working relationships among the General Counsel, the Superintendent, the Deputy Superintendent, the SCHOOL BOARD, Administrative Staff and other legal office staff. In the event the General Counsel or the SCHOOL BOARD determines that the performance of the Assistant General Counsel is unsatisfactory, the General Counsel shall provide the Assistant General Counsel, in

writing, the instances of unsatisfactory performance described in specific detail. The evaluation shall include recommendations as to the areas of improvement in all instances where the Assistant General Counsel's performance was deemed to be unsatisfactory or needing improvement. The Assistant General Counsel will have the right to submit a written response to the written evaluation. All evaluations and responses shall become part of the Assistant General Counsel's personnel file.

7. **OUTSIDE BOARDS AND PRO BONO REPRESENTATIONS:** LONDONO recognizes and understands that the position of Assistant General Counsel for the SCHOOL BOARD shall require her full attention and accordingly agrees to devote all time necessary to fully discharge her duties. However, nothing in this Agreement shall prevent LONDONO from serving as a non-paid director, board member or ex-officio, or volunteer legal advisor for certain charitable, religious, or other not-for-profit organization, foundation, or association. Furthermore, to fulfill the pro bono requirements of the Florida Bar Association or other professional association, LONDONO may undertake pro bono cases assigned by any organization which she is a member, so long as such cases are not in conflict with her duties as Assistant General Counsel. At any time during the terms of this Agreement, General Counsel, any member of the SCHOOL BOARD, the Deputy Superintendent or the Superintendent may request that LONDONO provide full disclosure of any such affiliations or pro bono cases. LONDONO shall comply with any such request within five (5) business days.

8. **ENTIRE AGREEMENT:** This document incorporates and includes all prior negotiations, correspondences, 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. The place for giving notice shall remain the same until such time it is changed by written notice in compliance with the provisions of this paragraph. The parties designate the following places for giving notice:

THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA
Attention: General Counsel
2700 Judge Fran Jamieson Way,
Viera, Florida 32940

VALERIE PAYNE LONDONO
12104 Ampersand Drive,
Orlando, Florida 32832

10. ASSIGNMENT: This Agreement shall inure to the benefit of, and shall be binding upon, the SCHOOL BOARD, its assigns, and successors and the Assistant General Counsel, her heirs, and personal representatives, but may not be assigned by either party.

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

12. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any disputes under

this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit in and for Brevard County, Florida.

13. ATTORNEY'S FEES: Subject to Section 768.28, Florida Statutes, should it become necessary for either of the parties to resort to legal action based upon a default or breach of this Agreement by the other party, then the non-prevailing party in any litigation shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney's fees incurred by the prevailing party, to include reasonable attorney's fees incurred prior to litigation, during litigation, at trial or on appeal. Notwithstanding the foregoing, the General Counsel and the SCHOOL BOARD acknowledge that the SCHOOL BOARD is entitled to benefits of sovereign immunity as provided by Florida Law and in no event shall the SCHOOL BOARD's liability under this Paragraph exceed the liability limits established in Section 768.28, Florida Statutes.

14. 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.

15. AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has the 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.

IN WITNESS WHEREOF, this Agreement was executed on the date(s) set forth below.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
MISTY BELFORD, CHAIR

DATE: _____

ASSISTANT GENERAL COUNSEL

By: _____
VALERIE P. LONDONO, ESQ.

DATE: _____

ATTEST:

By: _____
MARK W. MULLINS, Ed.D., SUPERINTENDENT

DATE: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
PAUL GIBBS, ESQ., GENERAL COUNSEL

DATE: _____