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VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 13-29

September 4, 2013

MEMORANDUM TO MEMBERS OF THE SCHOOL BOARD

Re: Proposed Employment Agreement with Superintendent of Schools

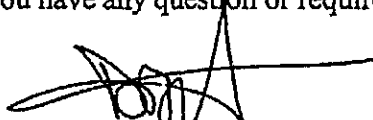
G&H File No. 500-253

Attached is the draft of an employment agreement recently negotiated with Ms. Genelle Zoratti Yost as Superintendent of Schools. The basic terms of the draft are as follows:

- The employment agreement would commence on ~~September 10, 2013~~ and would terminate on June 30, 2015, for a term of approximately two years; the agreement under which Ms. Yost currently serves as Interim Superintendent would terminate upon commencement of the new employment agreement (paragraph 1).
- Base salary would be ~~\$162,500~~ and any increase would be tied to wage increases for teachers (paragraph 7(a)).
- An annuity contribution would be made at the rate of 15 percent of the base salary (paragraph 7(c)).
- Supplemental salary in lieu of an automobile allowance would total \$650 per month (paragraph 9). *7000 Per Annum*
- Insurance coverages would be available to the Superintendent consistent with coverages available to other 12 month administrative employees (paragraph 10(a)).
- Vacation leave would accrue at 25 days per year, with accumulated vacation leave capped at 60 days, and sick leave would accrue at the same rate as for other 12 month administrative employees (paragraphs 11 (a) and (b)).
- Provisions for developing goals and objectives and performing evaluations are essentially the same as set forth in agreements with prior Superintendents (paragraph 16).

Members of the School Board  
September 4, 2013  
Page 2

The Superintendent has executed the Agreement in the form attached. This matter has been scheduled for consideration at your regular meeting of September 10, 2013. At that time, the Board should consider whether to approve and authorize execution of the agreement in substantially the form that is attached. Please advise if you have any question or require additional information.



Daniel B. Harrell

DBH/mf

Attachment

cc: Ms. Genelle Zoratti Yost  
Ms. Christine Harrison

file #  
9/15/2013

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this 10<sup>th</sup> day of Sept., 2013, by and between THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA ("Board"), and GENELLE ZORATTI YOST ("Superintendent").

WHEREAS, the Board desires to retain the Superintendent to provide the services of Superintendent for The School District of St. Lucie County, Florida ("District"), faithfully in accordance with all statutes, laws, rules, and regulations prescribing the duties and responsibilities of a school superintendent in the State of Florida.

WHEREAS, the Board is authorized to employ a Superintendent of Schools under Article IX, Section 5, of the Florida Constitution, and, in accordance with Section 1001.50, Florida Statutes, a district so authorized shall enter a contract of employment with the Superintendent of Schools.

WHEREAS, the Superintendent is willing to provide the services of superintendent for the District and faithfully to comply with all statutes, laws, rules, and regulations prescribing the duties and responsibilities of such office as set forth in this Agreement, including services that the Board properly may prescribe from time to time, and to give her time, energy, and ability in furtherance of the District school system.

WHEREAS, by that certain Agreement dated June 25, 2013, between the Board and the Superintendent ("Interim Agreement"), the Board retained the Superintendent as Interim Superintendent commencing July 1, 2013, through August 31, 2013, and from month-to-month thereafter until the Board selects and employs a permanent Superintendent and such individual assumes the duties and responsibilities of the office of Superintendent of Schools for the District.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth in this Agreement, the Board and the Superintendent agree as follows:

1. Employment and Term. The Board hereby employs the Superintendent, as Superintendent of Schools for the District, and the Superintendent hereby accepts and agrees to such employment, for a term commencing at 12:01 a.m. on September 16, 2013 ("Effective Date"), and ending, June 30, 2015, subject to the provisions for termination and renewal set forth in this Agreement. Upon commencing her term of employment under this Agreement, the Interim Agreement shall terminate, and the Superintendent shall take or confirm the oath of office as provided in Paragraph 5 of this Agreement and shall assume the office and duties of Superintendent for the District.

2. Duties. The Superintendent's duties shall be as provided by the rules, regulations, and policies of the Board; the rules and regulations adopted by the Florida Department of Education; applicable rules and regulations adopted by any other agency, state or federal, exercising jurisdiction over the District; the Constitution, statutes, and laws of the United States and the State of Florida; and as properly may be prescribed by the Board from time to time. The Superintendent shall be the secretary and executive officer of the Board and shall be responsible for the administration and management of public schools in the District in accordance with all statutes, laws, rules, regulations, and policies prescribing the duties and responsibilities of a school superintendent in the State of Florida and the District.

3. Outside Activities. The Superintendent shall devote her full time, skill, labor, effort, and energy to the business of and her employment with the Board during the term of this Agreement, and she shall not serve as a paid consultant to other school districts or other educational agencies without the prior written approval of the Board, unless such consultant services are undertaken on time charged to earned vacation leave and in such manner as not to interfere with the performance of the duties and responsibilities as set forth in this Agreement. This provision shall be construed:

(a) To allow the Superintendent to address such community and professional groups as she may deem necessary in the pursuance of her professional responsibilities under this Agreement, and

(b) To allow the Superintendent to serve as mentor to other Superintendents in the State of Florida through programs administered by the Florida Association of District School Superintendents, at no expense to the District, and to receive any stipend that may be provided for such service, so long as the requirements of the District retain top priority.

4. Certification. The Superintendent shall at all times throughout the term of this Agreement maintain and keep current a valid certification in administration and supervision or equivalent as issued by the Florida Department of Education. The Superintendent shall notify the Board immediately of any change in the status of such certification. Suspension, revocation, or lapse of such certification shall be deemed a breach of this Agreement by the Superintendent and shall release the Board from all obligations under this Agreement.

5. Oath. Prior to assuming the office of Superintendent for the District, the Superintendent shall take the oath of office as prescribed by the Constitution of the State of Florida.

6. Resident. During the entire period of employment under this Agreement, the Superintendent shall maintain residence in St. Lucie County, Florida.

7. Compensation. For all services rendered by the Superintendent pursuant to this Agreement, the Board shall pay to and provide for the Superintendent the salary and other benefits described in this Agreement.

(a) Base Salary. The Superintendent shall receive a base annual salary, to be paid in accordance with the Board's normal payroll practices, determined as follows:

(i) For the first partial year of this Agreement ending June 30, 2014, the Superintendent shall receive a pro rata share, based on the Effective Date, of a base annual salary of one hundred sixty two thousand five hundred and no/100s dollars (\$162,500.00) per year, less appropriate deductions for employment taxes and income tax withholding.

(ii) For the years beginning July 1, 2014, and July 1 of each subsequent year during the term of this Agreement, the Superintendent shall receive a base annual salary equal to the annual salary applicable for the immediately preceding period, subject to potential adjustment as follows: If the Superintendent receives an overall performance rating of satisfactory or greater on the evaluation that is to be performed by the Board as a group at a public meeting on or about September 1 of each year during the term of this Agreement, then the Superintendent shall receive for that fiscal year the same percentage wage increase, if any, on the same basis granted to other administrators of the District during that fiscal year, provided, however, that in no event shall the superintendent receive a percentage salary increase that exceeds the average wage increase, if any, received by classroom teachers of the District, and provided, further, that in no event shall the Superintendent receive less in base annual salary in each year of this Agreement than she was eligible to receive in the immediately preceding period.

(b) Retirement. In addition to the base salary provided in subparagraph 7(a) above, the Board will make annual payments on behalf of the Superintendent to secure retirement benefits through the Florida Retirement System ("FRS"). The Superintendent shall participate in the Senior Management Class of the FRS during the term of this Agreement, and shall be eligible to exercise any retirement option available to other administrators of the District.

(c) Annuity. In addition to the base salary provided in subparagraph 7(a) above, and to the extent permitted by law, the Board shall contribute monthly an amount equal

to fifteen percent (15%) of the then-current base salary for a tax-sheltered annuity as selected by the Superintendent.

8. Other Expenses.

(a) The Superintendent shall be reimbursed for her reasonable and necessary expenses incurred in the performance of her duties under this Agreement in accordance with applicable state law and Board rules. Without limiting the generality of the foregoing, the Board shall pay such expenses for the Superintendent to attend professional and official meetings, seminars, conventions, and other meetings and functions that the Superintendent deems relevant to the performance of her duties under this Agreement, including membership in professional organizations such as the American Association of School Administrators and the Florida Association of District School Superintendents to the extent permitted by law and as approved by the Board in its annual budget.

(b) The Superintendent shall be provided appropriate mobile telecommunications devices that will be used primarily for internet access and other communications related to the business of the Board. The cost of equipment, monthly use expense, and maintenance shall be paid by the Board.

(c) In addition to the expenses identified in subparagraphs 8(a) and (b) above, the Board will annually budget a fund of two thousand five hundred and no/100s dollars (\$2,500.00) that the Superintendent shall have available to expend for civic and community activities and civic club memberships that the Superintendent believes are done for either the direct or indirect benefit of the School District, including public relations, contacts, and communications with other community and civic leaders. The Superintendent may use this fund by submitting a cost item for direct payment by the District or by submitting a receipt for reimbursement. The Superintendent's participation in such activities and organizations as described in this paragraph will be in such a manner as not to interfere with the performance of the duties and responsibilities set forth in this Agreement.

9. Supplemental Salary in Lieu of Automobile Allowance; Reimbursable Expenses.

The Board shall pay the Superintendent a supplemental salary of six hundred fifty and no/100s dollars (\$650.00) per month in lieu of an allowance for such matters as automobile expenses, professional publications, and other items that have a reasonable benefit to the overall mission of the School District and the performance of the Superintendent's duties but are not reimbursed. In addition, for out-of-District usage of her automobile and other out-of-District travel related to job performance the Superintendent shall be reimbursed mileage, lodging, meals, and such other expenses as permitted under Section 112.061, Florida Statutes, and other provisions applicable to the reimbursement of public employees and officers, so long as the Superintendent complies with such provisions. Nothing in this Agreement shall preclude the Superintendent from requesting from the Board, through the budgetary process or otherwise, such additional line items and authorization for expenditures as she shall deem reasonably necessary or appropriate for the operation of the Superintendent's office or the District school system.

10. Insurance.

(a) The Superintendent shall be eligible to receive the full insurance package, including all health, medical, and life coverages, currently in effect and under the same terms and conditions as available for twelve (12) month administrative employees of the Board. If the Superintendent retires from the District in good standing, she may continue health insurance coverage upon termination of employment and retirement under the same terms and conditions as available to twelve (12) month administrative employees of the Board.

(b) During the term of employment under this Agreement, the Board shall provide the Superintendent with a professional liability insurance policy in the amount of one million dollars, if such protection is not otherwise provided by association membership.

11. Leave.



(a) Vacation. During the term of this Agreement, the Superintendent shall be entitled to receive vacation leave at the rate of twenty-five (25) days per employment year, and shall be entitled to those paid holidays stipulated in the District calendar for other twelve (12) month administrative employees. Whenever the Superintendent shall use vacation leave that will result in her absence from the District for a period in excess of three (3) days, she shall advise the Board in writing. The Superintendent may accumulate no more than sixty (60) accrued vacation days as of midnight June 30 of each employment year. Any number of such days above sixty (60) on such date shall be deemed forfeited and shall be deducted from the Superintendent's then overall balance.

(b) Sick Leave. During the term of this Agreement the Superintendent shall be entitled to receive sick leave at the same rate per employment year as other twelve (12) month administrative employees of the District, which leave may be used for those absences from duty as set forth in Board policy. In computing terminal pay in subparagraph 11(d), only the years employed by the St. Lucie County School District shall be counted as years of service, unless the Board as a change of policy allows other Board employees to count years of service outside St. Lucie County in computing sick leave terminal pay, in which case such policy shall apply to the Superintendent.

(c) Emergency Leave. During the term of this Agreement, the Superintendent may be granted paid emergency leave at the discretion of the Board.

(d) Terminal Pay. Upon termination of employment, the Superintendent shall receive in lump sum an amount equal to the Superintendent's per diem base salary at that time, using a 250-day work year, multiplied by the Superintendent's accrued vacation and sick days in accordance with applicable state law, subject to the limitations in Section 1012.61, Florida Statutes, on terminal leave for sick pay as applicable to other Board employees. This lump sum payment shall be in addition to any other amount payable to the Superintendent, if any, upon termination of employment under this Agreement and applicable law. The parties

specifically acknowledge and agree that the computation of terminal pay for the Superintendent shall be done under the same rules, limitations, and policies as govern other Board employees. Notwithstanding any other provision of this Agreement, if termination of employment occurs as a result of retirement by the Superintendent, the Superintendent shall be entitled to receive full payment for all accrued and unused sick days without limitation.

12. Other Benefits. Except as otherwise provided in this Agreement, the Superintendent shall be entitled to all other benefits applicable to other twelve (12) month administrative employees of the Board, including all employer-paid benefit options available under the Board's benefits plan or any successor to such plan, and any additional benefit afforded other twelve (12) month administrative employees after commencement of this Agreement.

13. Professional Growth. The Board encourages the continuing professional growth of the Superintendent and will permit reasonable time away from her regular duties to attend or participate in meetings, seminars, and other education programs sponsored by local, state, or national associates of school administrators or school boards, or by private or public educational institutions, and to meet with other organizations or individuals if such meeting will enhance her ability to perform her duties. If travel outside St. Lucie County is involved, the Board will pay reasonable travel and subsistence expenses incurred under this paragraph, to the extent permitted by law and as approved by the Board in its annual budget, as provided in Paragraph 9 of this Agreement. The Superintendent's participation in such activities and organizations as described in this paragraph will be in such a manner as not to interfere with the performance of the duties and responsibilities set forth in this Agreement.

14. Physical Examinations.

(a) Once each year during the term of employment under this Agreement, including any renewal, the Board shall pay for a complete physical examination of the Superintendent by a licensed physician selected and approved by the Board. The Superintendent

agrees to undergo such examination. A summary report of the results of such examination shall be given to the Board by the examining physician on the form set forth as follows:

"In my opinion, based upon a complete physical examination of Genelle Zoratti Yost, she is (is not) physically capable of carrying out the duties of Superintendent of public schools for St. Lucie County, Florida."

(signature of physician)

The Superintendent authorizes any such examining physician to report all findings to the Board if the Board requests a full report. The physician's summary or full report shall be treated as confidential information by the Board to the full extent that such confidentiality is required or permitted by Sections 119.071(4)(b)1, 760.50(5), and 1012.31(3)(a)5, Florida Statutes, and other applicable law.

(b) The Superintendent shall have the right to obtain a second opinion, at her expense, if she disputes any of the findings of the physicians retained at School Board expense, and the School Board shall consider such second opinion in making any employment decision or taking any other action based upon medical information. If the physician retained by the Superintendent to give a second opinion substantially disagrees in his or her medical opinion from the opinion given by the physician retained by the School Board, or, if the two physicians disagree concerning whether the Superintendent is medically or mentally fit and capable to perform the duties of the Superintendent, then the School Board shall retain the services of another physician at its expense, and if the third physician agrees with the physician retained by the Superintendent, then the School Board shall reimburse the Superintendent for the expenses she has incurred in obtaining the medical opinion, but such reimbursement shall be for a reasonable fee not to exceed that charged by the doctors chosen by the Board.

15. Disability or Death.

(a) Payment During Disability; Termination for Disability. If the Superintendent becomes disabled as defined by the State of Florida Retirement for Disability criteria, she shall apply for such disability payments and be entitled to her base salary and all other benefits provided in this Agreement during such time or times of disability for the shorter of an aggregate period of three (3) months, the duration of such disability, or the remaining term of this Agreement. The salary and other benefits so paid and provided will not be charged against the Superintendent's sick leave entitlement if permissible under applicable state law and Board policies. Upon the commencement of payment of disability benefits by the State of Florida, the Board may terminate the Superintendent's employment under this Agreement. In the event of such termination, the Superintendent waives all rights to contest or challenge the Board's decision, and will accept such payment or benefit as would have accrued to him if this Agreement had then expired by its express terms, including any amount to be paid as provided in subparagraph 11(d) of this Agreement, in full satisfaction of the Board's obligations under this Agreement, and in full release of any and all claims against the Board resulting from her employment as Superintendent.

(b) Termination for Disability (alternative provision). In addition to its rights under subparagraph 15(a) of this Agreement, the Board shall have the right to terminate the Superintendent's employment in the event of her disability to perform fully her duties under this Agreement, even if disability payments are not payable under Florida Retirement for Disability criteria. In such event, the Board shall pay to the Superintendent, as severance pay and in full satisfaction of the Board's obligations under this Agreement, a lump sum equivalent to her base salary for twenty (20) weeks or for the term remaining on this Agreement, whichever is less, at the rate then in effect, together with such payments or benefits as would have accrued to him if this Agreement had then expired by its express terms. The Superintendent agrees that Board shall have sole and absolute discretion to decide upon such termination, and that in the event of such termination, she waives all rights to contest or challenge the Board's decision and will accept the benefits provided in this subparagraph in full satisfaction of the Board's

obligations under this Agreement and in full release of any and all claims against the Board resulting from her employment as Superintendent.

(c) Payment in the Event of Death. In the event of the death of the Superintendent at any time during the term of this Agreement, the Board shall pay to her surviving spouse, if any, or if she does not have a surviving spouse, to her estate, an amount equal to the portion of her salary to which she was entitled through the date of her death, including any amount to be paid as provided in subparagraph 11(d) of this Agreement, payable within one month of the date of her death.

16. Goals; Evaluation; Board Member; Discussions Board Action.

(a) Goals and Objectives. On or before January 15, 2014, and on or before July 1 of each year succeeding year that this Agreement is in effect, the Superintendent shall recommend prescriptive goals and performance objectives to be achieved or worked toward by the Superintendent and her staff. The recommendations of the Superintendent shall include specific prescriptive goals and performance objectives for the District. At a public meeting in February 2014, and in July of each succeeding year, the Board shall review and either accept or modify such prescriptive goals and performance objectives.

(b) Referrals to Superintendent. The Board will promptly refer to the Superintendent for study and recommendation all criticisms, complaints, and suggestions called to its attention or to the attention of an individual Board member.

(c) Annual Evaluation. No later than August 1 of each year during the term of this Agreement, the Superintendent shall report to the Board her progress in meeting prescriptive goals and performance objectives established as provided in subparagraph 16(a) above, and such matters as she deems relevant to her performance under this Agreement. Between August 1 and August 31, the Board shall review with the Superintendent her progress in such goals and objectives, and the working relationships among the Superintendent, the

Board, the faculty, the staff, and the community. Each individual member of the Board may prepare and present a written or oral evaluation of the Superintendent's performance. The Superintendent shall prepare and recommend revisions to such procedure from time to time or when requested by the Board. Any evaluation, whether written or oral, that indicates that the performance of the Superintendent has not been overall satisfactory shall include in writing the incidences or areas of unsatisfactory performance. The Superintendent shall be entitled to provide a written response to any written unsatisfactory evaluation.

(d) Discussions with Board Members. Each Board member may meet individually with the Superintendent to review her performance and progress in light of the Board's policy decisions and objectives. Such meetings shall consist of full and frank exchanges between the Superintendent and the individual Board members, but shall not involve the discussion of the foreseeable future Board actions nor the disclosure by the Superintendent to a Board member of another Board member's views.

(e) Board Action. Following the opportunity for discussions as provided in subparagraph 16(d) above, the Board at a public meeting on or about September 1, will discuss whether the Superintendent's performance is overall satisfactory. If the Board determines that the Superintendent's overall performance is satisfactory, the Superintendent shall be eligible for a pay increase pursuant to the conditions set forth in subparagraph 7(a)(ii) of this Agreement. If the Board determines that the Superintendent's performance is unsatisfactory, the Board shall inform her of the specific goals and areas where she must improve.

17. [Paragraph intentionally left blank to preserve numbering]

18. Termination for Just Cause. In addition to the Board's absolute right to terminate the Superintendent's employment for disability, as provided in Paragraph 15, the Board may terminate this Agreement for just cause. Just cause shall include but not be limited to (a) any matter that would be grounds for termination for cause when applied to instructional personnel of the District as specified in Section 1012.33, Florida Statutes; (b) any conduct

proscribed by Florida Administrative Code Chapters 6B-1 or 6B-5 or the policies of the Board; (c) any other personal or professional conduct seriously prejudicial to the interests of the Board and the District; (d) professional incompetence; (e) misconduct as defined in Section 443.036(30), Florida Statutes; or (f) failure to comply with any provision of this Agreement. If any charge is brought under this paragraph, the Superintendent shall have the right to receive written notice of such charge, written notice of hearing, and a fair hearing before the Board prior to termination. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel of her own choosing and at her own expense, and to present, through witnesses, any testimony relevant to the issues. If the Superintendent is terminated for just cause, she shall be entitled to no further compensation under this Agreement except terminal pay in accordance with subparagraph 11(d), and in particular she shall not be entitled to receive severance pay, as defined in Section 215.425, Florida Statutes.

19. Release from Agreement.

(a) Action by Board. Notwithstanding any other provision of this Agreement, the Board reserves the right at any time and at its sole discretion for any reason to terminate the Superintendent's employment. In such event, for a period of twenty (20) weeks from the date of official notice of the termination or for the term remaining on this Agreement, whichever is less, the Superintendent would continue to receive (i) her monthly base salary as described in subparagraph 7(a), and (ii) her post-termination insurance benefits as described in subparagraph 10(a), but she would not be eligible for any other benefit provided under this Agreement except terminal pay in accordance with subparagraph 11(d). If the Superintendent were to obtain other employment while still receiving monthly payments under this paragraph, then the payments from the Board would be reduced by the amount of such payments from other employment. The Superintendent agrees that the Board shall have the sole and absolute discretion to decide upon such termination under this paragraph and that in the event of such termination the Superintendent waives all rights to contest or challenge the Board's decision and will accept the payments provided in this paragraph in full satisfaction of the Board's obli-

gations under this Agreement and in full release of any and all claims against the Board arising from her employment as Superintendent. Nothing in this Agreement shall prevent the Board and Superintendent from negotiating a lump sum severance payment in lieu of the monthly payments provided in this paragraph. In no event shall severance pay to the Superintendent exceed twenty (20) weeks of compensation.

(b) Action by Superintendent. Notwithstanding any other provision of this Agreement, if the Superintendent resigns her position for any reason, then upon the effective date of such resignation, she shall be entitled to no further compensation under this Agreement except terminal pay in accordance with subparagraph 11(d).

20. Notice of Application for Employment. The Superintendent shall notify the Board in writing of any application for employment or written intent to apply with another school system prior to submitting such application.

21. Indemnification. The Board will defend, hold harmless, and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent individually or in her capacity as agent or employee of the Board that may arise while she is acting within the scope of her employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property; and further, criminal litigation shall not be included in this indemnity clause. This paragraph shall be interpreted and construed in a manner not inconsistent with Florida Statutes governing the indemnification of Board employees and is subject to the limitations set forth in Sections 111.07, 111.071, 768.28, and 1012.26, Florida Statutes. No Board member shall be personally liable to the Superintendent for any cost, expense, fee, or judgment arising from matters described in this paragraph. The provisions of this paragraph shall survive the term of this Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Superintendent under either federal law or the laws of Florida except as otherwise provided in this Agreement.



22. Entire Agreement; Amendment. This Agreement contains the entire agreement concerning employment arrangements between the Board and the Superintendent and supercedes all other agreements on the subject of such arrangements, including but not limited to the Interim Agreement. 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.

23. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the party involved at the address shown on the signature page, or to such other address as either party may specify to the other in writing. The date three (3) days after the date of mailing of such notice shall be deemed to be the date of delivery.

24. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Board, its successors and assigns, and the Superintendent and her heirs and personal representatives, but may not be assigned by the Superintendent.

25. Severability. In the event any term, paragraph, or provision of this Agreement or its application to any circumstance shall to any extent be deemed by a court of competent jurisdiction invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Application in Conformity with Governing Law. The parties acknowledge and agree that no provision of this Agreement shall be applied in a manner that is inconsistent with the compensation and remuneration limitations set forth in Sections 215.425 and 1001.50, Florida Statutes.

27. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

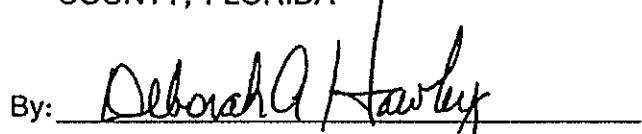
28. Paragraph Headings. The paragraph headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

SUPERINTENDENT

THE SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

  
\_\_\_\_\_  
GENELLE ZORATTI YOST

By:   
\_\_\_\_\_  
Deborah A. Hawley, Chair

Date: Sept. 3, 2013

Date: Sept. 10, 2013

Address: 2204 River Hammock Lane  
Fort Pierce, Florida 34981

Address: 4204 Okeechobee Road  
Fort Pierce, Florida 34947

OATH OF OFFICE

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I DO SOLEMNLY SWEAR OR AFFIRM that I will support, protect, and defend the constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the constitution of the State, and that I will well and faithfully perform the duties of Superintendent of Schools of St. Lucie County, Florida, on which I am now about to enter, so help me God.

Sworn to and subscribed before me this 10<sup>th</sup> day of September, 2013.



*Genelle Zoratti Yost*  
\_\_\_\_\_  
GENELLE ZORATTI YOST

[Notary Seal]

\_\_\_\_\_  
Signature of Officer Administering Oath or of Notary Public-State of Florida  
Print Name: DANIEL B. HARRELL

Personally known  or produced identification

Type of identification produced: \_\_\_\_\_

ACCEPTANCE

Recording Secretary  
The School Board of St. Lucie County  
Fort Pierce, Florida

I accept the office of Superintendent of The School District of St. Lucie County, Florida.  
The above is the oath of office taken by me.

My mailing address is:

2204 River Hammock Lane  
Fort Pierce, Florida 34981

*Genelle Zoratti Yost*  
\_\_\_\_\_  
GENELLE ZORATTI YOST