

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

<b>Meeting Date</b> <div style="border: 1px solid black; text-align: center; padding: 2px;">11/12/08</div>	<table style="width: 100%;"><tr><td style="text-align: center; padding: 2px;"><b>Open Agenda</b> Yes    <input checked="" type="checkbox"/> No</td><td style="text-align: center; padding: 2px;"><b>Time Certain Request</b> Yes    <input checked="" type="checkbox"/> No</td></tr></table>	<b>Open Agenda</b> Yes <input checked="" type="checkbox"/> No	<b>Time Certain Request</b> Yes <input checked="" type="checkbox"/> No	<b>Agenda Item Number</b> <div style="border: 1px solid black; text-align: center; padding: 2px;">H-1</div>
<b>Open Agenda</b> Yes <input checked="" type="checkbox"/> No	<b>Time Certain Request</b> Yes <input checked="" type="checkbox"/> No			

<b>TITLE:</b>	Employment Agreement Between The School Board of Broward County, Florida and Ana I. Segura
<b>REQUESTED ACTION:</b>	Approve the Employment Agreement between The School Board of Broward County, Florida and Ana I. Segura.
<b>SUMMARY EXPLANATION AND BACKGROUND:</b>	Please see the attached Summary Explanation and Background.
<b>SCHOOL BOARD GOALS:</b>	<div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> •Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education. <input type="checkbox"/> •Goal Two: Improve the health and wellness of students and personnel. <input type="checkbox"/> •Goal Three: Provide a safe and secure physical and technological environment for all students and employees. <input type="checkbox"/> •Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position. <input checked="" type="checkbox"/> •Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel. <input type="checkbox"/> •Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level. <input type="checkbox"/> •Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.</div>
<b>FINANCIAL IMPACT:</b>	The annual financial impact to the District, including benefits is \$148,745. The source of funds is the General Counsel's department budget.
<b>EXHIBITS: (List)</b>	Employment Agreement Between The School Board of Broward County, Florida and Ana I. Segura
<b>BOARD ACTION:</b>	<div style="border: 1px solid black; padding: 5px;"><div style="float: left; width: 45%;"><div style="border: 1px solid black; padding: 5px; text-align: center;"><b>APPROVED</b></div><div style="font-size: small; margin-top: 5px;">(For Official School Board Records' Office Only)</div></div><div style="float: right; width: 55%; padding-left: 10px;"><b>SOURCE OF ADDITIONAL INFORMATION:</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Edward J. Marko, Esq.</div><div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 2px;"><span>Name</span><span>Phone</span></div></div></div>

**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 12 2008**

By:

Revised July 2008  
JFN/EJM/jcf

Fritz/allwork/agenda/2008/11.12.08H-01-Employment Agreement - Segura

School Board Chair

## **SUMMARY EXPLANATION AND BACKGROUND**

On February 12, 2008, The School Board approved an additional position of Assistant General Counsel (Generalist) within the Office of the School Board Attorney, based upon discussions of The School Board and the Legal Services Committee of the need for additional attorneys.

Requests for resumes for this position were placed in the following newspapers and publications: *Miami Herald*, *Sun-Sentinel*, *Daily Business Review*, *The Florida Bar News*, and *The Barrister*. Sixty six (66) timely resumes were received for the position of Assistant General Counsel for the area of Generalist.

The Legal Services Committee requested the General Counsel to shortlist the resumes. Of the resumes, sixteen (16) were shortlisted. Those 16 candidates were interviewed by Edward J. Marko, and were subsequently shortlisted to seven (7) candidates. Those seven (7) candidates were interviewed by Edward J. Marko, Marilyn Batista-McNamara, Robert Paul Vignola, and Barbara J. Myrick. Three (3) candidates were recommended to be interviewed by the Legal Services Committee, which consists of Stephanie Arma Kraft, Esq., Dr. Robert Parks, Eleanor Sobel, James Notter, and Edward Marko, Esq. Interviews of the candidates by the Legal Services Committee were held on October 29, 2008.

The Legal Services Committee unanimously selected Ana I. Segura as the best qualified candidate for the position based upon resume, professional background, and the interview, and recommends approval of the Employment Agreement for Ms. Segura for the position of Assistant General Counsel.

The proposed Employment Agreement commences December 3, 2008 which includes a ninety (90) day probationary period, and ends on October 31, 2009. The terms of the Employment Agreement contain the same provisions as employment agreements of present assistant general counsels.

Ms. Segura obtained her Bachelor of Arts from California State University, her Masters in Public Administration from the University of Southern California, and her law degree from Loyola Law School in Los Angeles, California. Ms. Segura served as a Senior Attorney in the Attorney's Office of The School Board of Miami-Dade County, Florida from 1999 to 2008.

*End of Document*

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into as of this 12<sup>th</sup> day of November 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

**ANA I. SEGURA**

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

**WITNESSETH:**

**WHEREAS**, pursuant to a written agreement between THE SCHOOL BOARD and EDWARD J. MARKO, hereafter referred to as "GENERAL COUNSEL," the GENERAL COUNSEL is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of THE SCHOOL BOARD; and pursuant to said agreement, each such additional attorney is to be employed by THE SCHOOL BOARD; and

**WHEREAS**, GENERAL COUNSEL desires that SEGURA be employed as ASSISTANT GENERAL COUNSEL, and SEGURA desires to accept such employment.

**NOW THEREFORE**, in consideration of the premises and mutual agreements herein provided, THE SCHOOL BOARD and SEGURA 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 SEGURA as ASSISTANT GENERAL COUNSEL, and SEGURA hereby accepts and agrees to such employment, for a term commencing December 3, 2008 and ending October 31, 2009.

3.     **DUTIES.**

A.     **Duties and Assignments:** In the conduct of her duties, the ASSISTANT GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL COUNSEL and/or his or her designee. The duties and assignments of SEGURA as ASSISTANT GENERAL COUNSEL shall include:

1.     Provide legal advice to The School Board and District staff in the areas of public records, sunshine law, parliamentary procedures, and Robert's Rules of Order.
2.     Provide legal advice and support to District staff, school principals, school centers, area offices, and departments relative to assigned areas, including student truancy, expulsions, student disciplinary issues, guardian ad litem issues, requests for student records (through subpoena duces tecum and/or authorization), injunctions, and custody issues.
3.     Represent The School Board in litigation and matters filed by or against The School Board relative to assigned areas.
4.     Assist in the drafting, reviewing or updating of Board policies.
5.     Perform legal research and prepare legal opinions.
6.     Monitor changes in law and recommend changes in policies and procedures to support compliance with all applicable federal and state laws and Department of Education regulations relative to assigned areas.
7.     Coordinate in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and The School Board policies which impact these areas.
8.     Serve as the School Board Attorney's Office liaison to municipalities and agencies.

9. Perform and promote all activities in compliance with equal employment and nondiscrimination policies of The School Board.
10. Participate in training programs offered to increase the individual's skill and proficiency relative to assigned areas and maintain CLE credits as required by the Florida Bar.
11. Follow Federal and State laws, as well as School Board policies.
12. Perform other duties as assigned by the General Counsel or designee.

**B. No Conflicting Legal Practice:** The ASSISTANT GENERAL COUNSEL will not accept legal business which will in any way conflict with the legal business of THE SCHOOL BOARD and will spend full time on business of THE SCHOOL BOARD.

**4. PROBATIONARY PERIOD / COMPENSATION.**

**A. Probationary Period** There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, SEGURA may be terminated without cause.

**B. Salary/Compensation** For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, THE SCHOOL BOARD shall pay to and provide for the ASSISTANT GENERAL COUNSEL the salary and other benefits described in this Agreement.

The ASSISTANT GENERAL COUNSEL shall receive an annual salary of One Hundred Twenty Thousand Dollars and 00/100 (\$120,000), 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.

**C. Retirement.** In addition to the salary provided in Paragraph B above, the ASSISTANT GENERAL COUNSEL shall 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.

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

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

F. **Other Benefits.** The ASSISTANT 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.

G. **Vacation, Sick Leave and Terminal Pay.**

1. **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 12-month calendars. In addition, the ASSISTANT GENERAL COUNSEL shall be entitled to sick leave as authorized by School Board policies for administrative employees on 12-month calendars. The ASSISTANT 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 ASSISTANT GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended, as 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 earned 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 ASSISTANT 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 ASSISTANT GENERAL COUNSEL's employment hereunder in the

event of her disability to perform fully her duties hereunder. In such event, THE SCHOOL BOARD shall pay to the ASSISTANT GENERAL COUNSEL, as severance pay and in full satisfaction of THE SCHOOL BOARD's obligations hereunder, a lump sum equivalent to her salary remaining payable under the remaining portion of the term of this Agreement, together with such payments or benefits as would have accrued to her if this Agreement had then expired by its express terms plus the termination benefits set forth in Section 4F of this Agreement. The ASSISTANT 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, she 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. Termination.** This Agreement may be terminated by THE SCHOOL BOARD for unsatisfactory performance by the ASSISTANT GENERAL COUNSEL upon ninety (90) days written notice to the ASSISTANT GENERAL COUNSEL. In such case, the ASSISTANT GENERAL COUNSEL shall be entitled to termination benefits set forth in Section 4F of this Agreement.

**C. Termination by Resignation.** This Agreement may also be terminated by SEGURA by means of a resignation during the term of this Agreement without the consent of THE SCHOOL BOARD upon thirty (30) days notice. In such case, she will receive the termination benefits set forth in Section 4F of this Agreement.

**D. Payment in the Event of Death.** In the event of the death of the ASSISTANT GENERAL COUNSEL at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to her surviving spouse, if any, or if the ASSISTANT GENERAL



COUNSEL does not have a surviving spouse, to the ASSISTANT GENERAL COUNSEL's estate, an amount equal to the portion of the ASSISTANT GENERAL COUNSEL's salary to which she was entitled through the date of her death, payable within one month of the date of her death, plus the termination benefits set forth in Section F together with such payments or benefits as may otherwise be applicable.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement concerning employment arrangements between THE SCHOOL BOARD and the ASSISTANT GENERAL COUNSEL.

7. **NOTICE PROVISION.** 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 such 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:

<u>To The School Board:</u>	<u>General Counsel</u> <u>The School Board of Broward County, Florida</u> <u>Kathleen C. Wright Administration Building</u> <u>600 Southeast Third Avenue - 11th Floor</u> <u>Fort Lauderdale, Florida 33301</u>
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<u>To SEGURA:</u>	<u>Ana I. Segura</u> <u>648 Riviera Isle Drive</u> <u>Fort Lauderdale, Florida 33301</u>
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8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon THE SCHOOL BOARD, its successors and assigns, and the ASSISTANT GENERAL COUNSEL, her heirs and personal representative, but may not be assigned by the ASSISTANT GENERAL COUNSEL.

9. **PARTIAL INVALIDITY.** If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

10. **APPLICABLE LAW & VENUE.** This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida which is the proper venue for any litigation arising under this Agreement.

11. **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.

12. **MODIFICATION.** Any modification of this Agreement shall be in writing and executed by both parties.

13. **AUTHORITY PROVISION.** 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.

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

**For The School Board**

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

By   
EDWARD J. MARKO, General Counsel

**For ASSISTANT GENERAL COUNSEL**

Witnesses:

W. Batiata-McNamara

Joanne C. Fritz

STATE OF Florida )

COUNTY OF Broward )

By: Ana I. Segura  
ANA I. SEGURA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2008, by Ana I. Segura. She took an oath and is personally known to me or has produced n/a as identification.

My Commission Expires:

(SEAL)

Joanne C. Fritz  
Signature - Notary Public

Joanne C. Fritz  
Notary's Printed Name

\_\_\_\_\_  
Notary's Commission Number

