



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | | |
|---------------------|---|---|
| MEETING DATE | Sep 7 2016 10:15AM - Regular School Board Meeting | Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No |
| ITEM No.: | AGENDA ITEM | Time |
| HH-1. | OPEN ITEMS | |
| CATEGORY | HH. OFFICE OF THE GENERAL COUNSEL | |
| DEPARTMENT | Office of the General Counsel | Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No |

TITLE:
Employment Agreements for Assistant General Counsels Janette M. Smith and Susan J. Hofstetter

REQUESTED ACTION:
Approve the Employment Agreements for Assistant General Counsels Janette M. Smith and Susan J. Hofstetter.

SUMMARY EXPLANATION AND BACKGROUND:
On May 31, 2016, the School Board approved, through the Organizational Chart process, an additional Assistant General Counsel position for the General Counsel's Office to handle contract matters, as well as other assignments.
See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact will generate a payroll cost of approximately \$257,256 per year, including fringe benefits, for both Assistant General Counsel positions.

EXHIBITS: (List)
(1) Summary Explanation and Background Continued (2) Employment Agreement between The School Board and Janette M. Smith (3) Employment Agreement between The School Board and Susan J. Hofstetter

BOARD ACTION:

APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

| | |
|-------------------------------|---------------------|
| Name: Barbara J. Myrick, Esq. | Phone: 754-321-2050 |
| Name: | Phone: |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Barbara J. Myrick - General Counsel

Approved In Open Board Meeting On: SEP 07 2016

Signature
Barbara J. Myrick
8/31/2016, 5:05:16 PM

By: *Dana Kern*
For School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

On May 31, 2016, the School Board approved, through the Organizational Chart process, an additional Assistant General Counsel position for the General Counsel's Office to handle contract matters, as well as other assignments. On June 15, 2016, the Board approved Barbara J. Myrick as the new General Counsel for The School Board, leaving the Assistant General Counsel position for ESE and school matters vacant. On June 17, 2016, the Office of Talent Acquisition and Operations (Non-Instructional Staffing) advertised the two Assistant General Counsel positions. The positions were also advertised in the Florida Bar News. The applicants were screened and nine (9) candidates were recommended for an interview.

Interviews were held on July 25, 2016. The interview panel consisted of Barbara J. Myrick, General Counsel; Marylin Batista-McNamara, Deputy General Counsel; and Robert Paul Vignola, Deputy General Counsel. The interview team reached consensus and recommends Janette Smith for the position handling contracts and Susan Hofstetter for the ESE and school matters position.

Ms. Smith is a product of Broward County Schools. She currently is an Assistant County Attorney for Charlotte County Board of County Commissioners. Previously, she worked for Lee County Clerk of Courts and was the City Clerk for the City of Oakland Park. Ms. Smith negotiated, drafted and oversaw contracts in her previous positions and has extensive experience working with Florida Sunshine and Public Records laws.

Ms. Hofstetter is currently an Assistant Regional Counsel for the Office of Criminal Conflict and Civil Regional Counsel, where she works with families and children in the dependency/family court, many of which have been involved with our ESE Department and other student services. Previously, Ms. Hofstetter worked for Legal Aid of Broward County with student discipline cases.

Ms. Smith and Ms. Hofstetter were notified that they were the successful candidates and both have accepted the positions. Contracts were negotiated with each candidate. A salary of \$105,000 was negotiated with Ms. Smith based on experience and qualifications. A salary of \$100,000 was negotiated with Ms. Hofstetter based on her experience and qualifications.

End of Document

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 7th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
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

JANETTE M. SMITH

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

WITNESSETH:

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

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

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.
2. **EMPLOYMENT AND TERM**. SBBC hereby employs SMITH as ASSISTANT GENERAL COUNSEL and SMITH hereby accepts and agrees to such employment for a term commencing September 26, 2016 and ending June 30, 2017.

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 SMITH as ASSISTANT GENERAL COUNSEL are delineated in the Board approved Job Description for Assistant General Counsel.

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 SBBC and will spend full time on business of SBBC.

C. **Evaluation:** The Assistant General Counsel shall undergo an annual evaluation by the General Counsel using an evaluation instrument designed / approved by the General Counsel.

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, SMITH may be terminated without cause.

B. **Salary/Compensation** For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, SBBC 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 Five Thousand Dollars and 00/100 (\$105,000), less appropriate deductions for

employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC'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, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the ASSISTANT GENERAL COUNSEL elects for herself from SBBC's standard benefit program available to administrative employees. 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 SBBC.

E. **Expenses.** SBBC 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 SBBC policies. Without limiting the generality of the foregoing, SBBC 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 SBBC 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 SBBC.

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 SBBC 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 SBBC's policies for administrative employees on 12-month calendars. In addition, the ASSISTANT GENERAL COUNSEL shall be entitled to sick leave as authorized by SBBC's 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 SBBC.

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. SBBC 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, SBBC shall pay to the ASSISTANT GENERAL COUNSEL, as severance pay and in full satisfaction of SBBC's obligations hereunder, a lump sum equivalent to her salary remaining payable under the remaining portion of the term of this Agreement but in no event more than twenty (20) weeks of compensation, 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 4G of this Agreement. The ASSISTANT GENERAL COUNSEL agrees that SBBC 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 SBBC 's decision and will accept the benefits provided above in full satisfaction of SBBC 's obligations hereunder and in full release of any and all claims against SBBC under this Agreement.

B. Termination. This Agreement may be terminated by SBBC 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 4G of this Agreement.

C. **Termination by Resignation.** This Agreement may also be terminated by SMITH by means of a resignation during the term of this Agreement without the consent of SBBC upon thirty (30) days notice. In such case, she will receive the termination benefits set forth in Section 4G 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, SBBC 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 4G together with such payments or benefits as may otherwise be applicable.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement concerning employment arrangements between SBBC 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:

To SBBC:

General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

To SMITH:

JANETTE M. SMITH
At such residential address as SMITH maintains on file
with Human Resources / Personnel

8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon SBBC, 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.

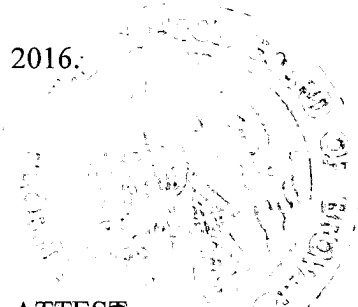
10. **APPLICABLE LAW & VENUE.** This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida which is the proper venue for any litigation arising under this Agreement.

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 7th day of September 2016.



For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Donna Korn
~~DR. ROSALIND OSGOOD, Chair~~
Donna Korn, *Asst Chair*

ATTEST:

Robert W. Runcie
ROBERT W. RUNCIE, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By Barbara J. Myrick
BARBARA J. MYRICK, GENERAL COUNSEL

For ASSISTANT GENERAL COUNSEL

Witnesses:

[Signature]

Joanne C. Fritz

STATE OF Florida)

COUNTY OF Broward)

By: [Signature]
JANETTE M. SMITH

The foregoing instrument was acknowledged before me this 16th day of August,
2016, by SMITH. She took an oath and is personally known to me or has produced n/a
_____ as identification.

My Commission Expires:

(SEAL)

[Signature]
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

Notary's Commission Number



JOANNE C. FRITZ
MY COMMISSION # FF 946387
EXPIRES: April 28, 2020
Bonded Thru Budget Notary Services

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 7th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
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

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

WITNESSETH:

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

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **EMPLOYMENT AND TERM.** SBBC hereby employs HOFSTETTER as ASSISTANT GENERAL COUNSEL and HOFSTETTER hereby accepts and agrees to such employment for a term commencing September 21, 2016 and ending June 30, 2017.

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 HOFSTETTER as ASSISTANT GENERAL COUNSEL are delineated in the Board approved Job Description for Assistant General Counsel.

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 SBBC and will spend full time on business of SBBC.

C. Evaluation: The Assistant General Counsel shall undergo an annual evaluation by the General Counsel using an evaluation instrument designed / approved by the General Counsel.

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, HOFSTETTER may be terminated without cause.

B. Salary/Compensation For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, SBBC 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 Thousand Dollars and 00/100 (\$100,000), less appropriate deductions for employment

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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 SBBC.

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B. Termination. This Agreement may be terminated by SBBC 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 4G of this Agreement.

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

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The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

To HOFSTETTER:

SUSAN J. HOFSTETTER
At such residential address as HOFSTETTER maintains on
file with Human Resources / Personnel

8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon SBBC, 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.

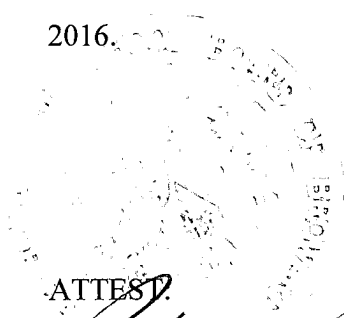
10. **APPLICABLE LAW & VENUE.** This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida which is the proper venue for any litigation arising under this Agreement.

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IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this 7th day of September 2016.



ATTEST:

Robert W. Runcie
ROBERT W. RUNCIE, Superintendent of Schools

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Donna Korn
~~DR. ROSALIND OSGOOD, Chair~~
Donna Korn, *past Cha*

APPROVED AS TO FORM AND LEGAL CONTENT

By Barbara J. Myrick
BARBARA J. MYRICK, GENERAL COUNSEL

For ASSISTANT GENERAL COUNSEL

Witnesses:

[Signature]

Joan C. Fry
STATE OF Florida)

COUNTY OF Broward)

By: [Signature]
SUSAN J. HOFSTETTER

The foregoing instrument was acknowledged before me this 15 day of August, 2016, by HOFSTETTER. She took an oath and is personally known to me or has produced _____ n/a as identification.

My Commission Expires:

(SEAL)



JOANNE C. FRITZ
MY COMMISSION # FF 946387
EXPIRES: April 28, 2020
Bonded Thru Budget Notary Services

[Signature]
Signature - Notary Public
Joanne C. Fritz
Notary's Printed Name

Notary's Commission Number