

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 15th day of April 2014, 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

TRIA LAWTON-RUSSELL

(hereinafter referred to as "LAWTON-RUSSELL" or
"ADMINISTRATIVE COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, THE SCHOOL BOARD desires that LAWTON-RUSSELL be employed as ADMINISTRATIVE COUNSEL, as per the job description (A-031), and LAWTON-RUSSELL desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, THE SCHOOL BOARD and LAWTON-RUSSELL 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 LAWTON-RUSSELL as ADMINISTRATIVE COUNSEL, and LAWTON-RUSSELL hereby accepts and agrees to such employment, for a term commencing May 19th, 2014 and ending June 30, 2015.

3. **DUTIES.**

A. **Duties and Assignments:** In the conduct of her duties, the ADMINISTRATIVE COUNSEL shall be fully and solely responsible and accountable to the SUPERINTENDENT and/or his designee. The duties and assignments of LAWTON-RUSSELL as ADMINISTRATIVE COUNSEL shall include those outlined in the Administrative Counsel Job Description (A-031) attached hereto as Exhibit A and incorporated herein by reference.

Any questions/ issues of law that fall outside the duties listed in the Administrative Counsel Job Description (A-031) shall be referred to the Office of the General Counsel.

B. **No Conflicting Legal Practice:** The ADMINISTRATIVE 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.

C. **Evaluation:** The Administrative Counsel shall undergo an annual evaluation by the Superintendent or designee using an evaluation instrument approved by the Superintendent.

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, LAWTON-RUSSELL may be terminated without cause.

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

The ADMINISTRATIVE COUNSEL shall receive an annual salary of Eighty Three Thousand Dollars and 00/100 (\$83,000), 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 ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL elects for herself from THE SCHOOL BOARD's standard benefit program available to administrative employees. The ADMINISTRATIVE 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 ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the SUPERINTENDENT/ or designee deems relevant to the performance of the ADMINISTRATIVE COUNSEL's duties hereunder without further SCHOOL BOARD approval, and shall pay all membership fees and dues (including Bar dues) of the ADMINISTRATIVE COUNSEL in such professional organizations and associations as the SUPERINTENDENT / or

designee deems appropriate and in the furtherance of the performance of the ADMINISTRATIVE COUNSEL's duties hereunder. The ADMINISTRATIVE 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 ADMINISTRATIVE 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 ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL shall be entitled to sick leave as authorized by School Board policies for administrative employees on 12-month calendars. The ADMINISTRATIVE 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 ADMINISTRATIVE 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. These lump sum

payments shall be in addition to any other amounts payable to the ADMINISTRATIVE 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 ADMINISTRATIVE 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 ADMINISTRATIVE 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. However, severance pay provided shall not exceed an amount greater than 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 4G2 of this Agreement. The ADMINISTRATIVE 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 ADMINISTRATIVE COUNSEL upon ninety (90) days written notice to the ADMINISTRATIVE COUNSEL. In such case, the ADMINISTRATIVE COUNSEL shall be entitled to termination benefits set forth in Section 4G2 of this Agreement.

C. **Termination by Resignation.** This Agreement may also be terminated by LAWTON-RUSSELL 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 4G2 of this Agreement.

D. **Payment in the Event of Death.** In the event of the death of the ADMINISTRATIVE COUNSEL at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to her surviving spouse, if any, or if the ADMINISTRATIVE COUNSEL does not have a surviving spouse, to the ADMINISTRATIVE COUNSEL's estate, an amount equal to the portion of the ADMINISTRATIVE 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 4G2.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement concerning employment arrangements between THE SCHOOL BOARD and the ADMINISTRATIVE 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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To LAWTON-RUSSELL:

Tria Lawton-Russell

A large, irregular black redaction mark covering the signature area of Tria Lawton-Russell.

8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and shall be binding upon THE SCHOOL BOARD, its successors and assigns, and the ADMINISTRATIVE COUNSEL, her heirs and personal representative, but may not be assigned by the ADMINISTRATIVE 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 April, 2014.

For THE SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By JPC 4/8/14
J. Paul Carland II, General Counsel

For ADMINISTRATIVE COUNSEL

Witnesses:

Rob Wise
Kristin Hall

By

Tria Lawton-Russell
TRIA LAWTON-RUSSELL

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of April, 2014, by
LAWTON-RUSSELL. She took an oath and is personally known to me or has produced Driver's
license as identification.

My Commission Expires:

(SEAL)



MARYLIN BATISTA
MY COMMISSION # DD 985532
EXPIRES: August 26, 2014
Bonded Thru Budget Notary Services

M. Batista

Signature - Notary Public

MARYLIN BATISTA

Notary's Printed Name

Notary's Commission Number