

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <div style="border: 1px solid black; text-align: center; padding: 2px;">04/15/14</div>	<div style="display: flex; justify-content: space-between;"><div>Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div><div>Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div></div>	Agenda Item Number <div style="border: 1px solid black; text-align: center; padding: 2px;">HH-2</div>
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TITLE:

Employment Agreement between The School Board of Broward County, Florida and Tria Lawton-Russell.

REQUESTED ACTION:

Approve the Employment Agreement between The School Board of Broward County, Florida and Tria Lawton-Russell.

SUMMARY EXPLANATION AND BACKGROUND:

On May 21, 2013, the Board approved the addition of an Administrative Counsel position in the Office of the Superintendent to handle administrative/employee discipline matters. The position was advertised on August 30, 2013 and applications and resumes were accepted during the period of August 30, 2013 to October 1, 2013. A total of thirty-seven (37) applications were received. The applications were screened and seven (7) candidates were recommended for interview.

Interviews were conducted on January 15, 2014. The interview team consisted of J. Paul Carland, II, General Counsel; Marylin Batista-McNamara, Deputy Counsel; Dorothy Davis, (Acting) Director, Employee and Labor Relations, Lerenzo Calhoun, Specialist, Employee and Labor Relations, and David Golt, Chief of Police. The interview team reached consensus that Tria Lawton-Russell was the most qualified candidate for the position. Ms. Tria Lawton-Russell has been a practicing attorney for more than thirteen (13) years, specializing in litigation. Ms. Lawton-Russell's application and resume are attached. The Superintendent, J. Paul Carland, II, General Counsel, and Amanda Bailey, Acting Chief Human Resources Officer, interviewed Ms. Tria Lawton-Russell and concurred with the selection.

Ms. Lawton-Russell was notified that she was the successful candidate and she accepted the position. A contract was negotiated with Ms. Lawton-Russell, which is attached. The salary of \$83,000 was negotiated based on Ms. Lawton-Russell's experience and qualifications and is below the average salary for comparable in-house attorneys in Florida school districts.

SCHOOL BOARD GOALS:

- ☐ •Goal 1: High Quality Instruction.
- ☒ •Goal 2: Continuous Improvement.
- ☐ •Goal 3: Effective Communication.

FINANCIAL IMPACT:

The annual financial impact to the District, including benefits, is \$104,336. The source of funds is the Superintendent's department budget.

EXHIBITS: (List)

1. Employment Cover Letter and Resume
2. Employment Agreement between The School Board of Broward County, Florida and Tria Lawton-Russell.

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Victoria Kaufman		754-321-1815
Marylin Batista-McNamara, Esq.		754-321-2050

Name

Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

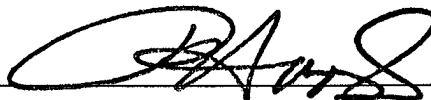
J. Paul Carland, II, General Counsel

Office of the General Counsel

APR 15 2014

Approved in Open Board Meeting on: _____

By: _____



School Board Chair

Form #4189

Revised 12/12 RWR/JPC/MBM/jcf

fritz/allwork/agenda/2014/04-15-14-HH-2-Lawton-Russell Employment Agreement

September 26, 2013

Tria Lawton-Russell
[REDACTED]

Non-Instructional Staffing Department
Attention: Victoria Kaufman
600 S.E. Third Ave., 3rd Floor
Fort Lauderdale, FL 33301

Dear Ms. Kaufman,

I am writing in regard to the job posting in the Florida Bar News for the Administrative Counsel position. I am an experienced attorney with thirteen (13) years of litigation experience. As a former Assistant State Attorney, with the Miami-Dade State Attorney's Office, I have ample criminal law experience in both bench and jury trials in County and Circuit Court.

I have also litigated on behalf of the Department of Children and Families, in both dependency and termination of parental rights (hereinafter "TPR") cases in Circuit Court. I am currently an attorney with the Agency for Health Care Administration (hereinafter "AHCA" or "Agency"), and have been employed with AHCA as an Assistant General Counsel for the past nine (9) years.

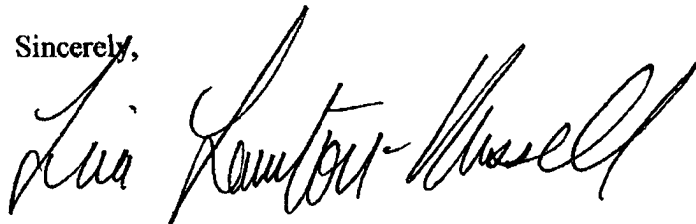
As an Assistant General Counsel with AHCA, I have over nine years experience in administrative law proceedings. Furthermore, as a litigation attorney for the past thirteen years, I have tried cases not only in front of the Division of Administrative Hearings (hereinafter "DOAH"), but also in County and Circuit Court. I am also eligible to practice in the United States District Court for the Southern District of Florida.

Both my experience as a litigator and an English major have provided me with strong oral and written communication skills.

My experience spans criminal, dependency, and currently administrative health law. I have excellent research and writing skills. I was an English Literature major in college, and have continued to hone my research and writing skills as an attorney. While working as an Assistant State Attorney I researched, wrote, and defended my DUI appeals. As an Assistant General Counsel with the Agency for Health Care Administration (AHCA), I have prepared several proposed recommended orders (PROs) subsequent to trial as well as other litigation pleadings. These PROs require substantial research and writing and are the basic equivalent of a brief.

In closing, I appreciate your time and consideration in reviewing the attached materials. I may be contacted either at home [REDACTED] or by cell [REDACTED] and also by e-mail at [REDACTED] should you wish to meet with me and discuss my qualifications further.

Sincerely,



Tria Lawton-Russell

Tria A. Lawton-Russell



EDUCATION

University of Iowa College of Law, Iowa City, IA
J.D. May 2000

August 1999 to
May 2000

University of Iowa College of Law, Iowa City, IA
Articles Editor, *The Journal of Gender, Race & Justice*
Journal Paper: *Sex Discrimination in Health Insurance Coverage of Viagra and Exclusion of Birth Control and Infertility Treatments*

University of Miami, Coral Gables, FL
Bachelor of Arts, Cum Laude, May 1997
Major: English Literature; **Minor:** Secondary Education
Senior Thesis: Repetition with a Difference: Tracing the Literary Parentage of Gloria Naylor's The Women of Brewster Place and Bailey's Café

EXPERIENCE

August 2004 to
Present

The Agency for Health Care Administration, Miami-Dade County, FL
Assistant General Counsel

- Represent the Agency in litigation against various health care facilities in both formal hearings in front of the Division of Administrative Hearings (DOAH) and informal hearings
- Draft administrative complaints seeking civil penalties and/or licensure revocation against various health care facilities in violation of statutory or administrative rules
- Prepare legal memoranda regarding various health care related topics and review proposed legislation regarding administrative rules

October 2003 to
July 2004

The Florida Department of Children and Families, Miami-Dade County, FL
Senior Attorney

- Prosecuted dependency cases and litigated Termination of Parental Rights (TPR) cases in Circuit Court
- Drafted Dependency and Termination of Parental Rights Petitions and other legal documents
- Advised child welfare workers regarding removal and placement of children at risk

August 2000 to
September 2003

Miami-Dade County State Attorney's Office, Miami-Dade County, FL
Assistant State Attorney

- Litigated misdemeanor and felony crimes committed by both adults and juveniles in bench and jury trials in Circuit and County Court
- Conducted and defended depositions of both adults and children
- Researched and wrote appellate briefs
- Presented oral arguments in support of appellate briefs

SKILLS

LICENSES/

CERTIFICATIONS

Westlaw, Lexis/Nexis, WordPerfect, Word and Microsoft Works
Member, The Florida Bar
United States District Court for the Southern District of FL

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.

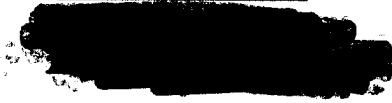
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement concerning employment arrangements between THE SCHOOL BOARD and the ADMINISTRATIVE COUNSEL.

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 the document.

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 15th day of April, 2014.

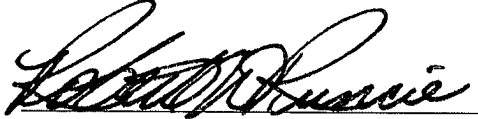
For THE SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of
Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

By

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

For ADMINISTRATIVE COUNSEL

Witnesses:

Rob W. D.
Kristin K.

By

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

Marylin Batista

Signature - Notary Public

MARYLIN BATISTA

Notary's Printed Name

Notary's Commission Number