

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 19, 2013

Consent Regular
 Public Hearing

Department

Submitted By: County Attorney

Submitted For: Risk Management

I. EXECUTIVE BRIEF

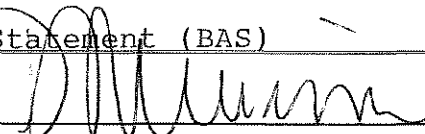
Motion and Title: Staff recommends motion to: a) approve Settlement Agreement in Michelle Troy v. Palm Beach County, Case No.: 50 2012 CA 019619 XXXX MB AD (Fifteenth Judicial Circuit) for Sixty Two Thousand Five Hundred Dollars (\$62,500) and mediation fees, inclusive of all other attorney's fees and costs.

Summary: Michelle Troy, a current employee with the Head Start Division of the Community Services Department, sued the County in state circuit court in a two-count complaint alleging violations of the Florida Civil Rights Act on the basis of age and handicap. Troy alleges that her demotion in lieu of lay-off and subsequent placement was discriminatory on the basis of age and handicap, and that she was denied promotional and training opportunities. She also alleges that she was prevented from attending meetings and had job responsibilities taken from her and assigned to younger, non-disabled employees. The proposed Settlement Agreement would modify Troy's demotion and place her in the position of Education Coordinator. The Settlement Agreement would also compensate her in the amount of Sixty Two Thousand Five Hundred Dollars (\$62,500), inclusive of attorney's fees and costs, except for the cost of mediation, which the County would pay directly. Countywide (ATP)

Background and Justification: Michelle Troy is a current employee in the Head Start Division of the Community Services Department. Michelle Troy served as Early Childhood Education Development Services Supervisor, until she was demoted in lieu of layoff on September 8, 2012 to the position of Curriculum Specialist, a position two steps below her pre-demotion position. Troy alleges that her demotion and subsequent placement were discriminatory on the basis of age and handicap. Troy also alleges that her duties were assigned to a younger person, that she was denied promotional, educational, and training opportunities, and was prevented from attending meetings relevant to her position. (continued on page 3).

Attachments:

1. Settlement Agreement.
2. ~~Busget Availability Statement (BAS)~~

Recommended by:  11-19-13
Date

Approved by: _____
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$62,500</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>\$62,500</u>	 _____	 _____	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 5010 Department 700 Unit 7130 Object 4511

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>Susan Neary</u> 11/12/13 OFMB <u>700</u> <u>11/8</u> <u>11/12</u></p>	<p><u>Dr. J. Heobner</u> 11/14/13 Contract Development and Control <u>11-13-13</u></p>
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B. Legal Sufficiency:

Ami Taylor Bennett
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification: (continued from page 1) As a result of her demotion and the manner in which she was allegedly treated, Troy alleges that she suffered lost wages, emotional and other damages amounting to approximately Two Hundred Thousand Dollars. Troy filed a two-count complaint alleging violations of the Florida Civil Rights Act on the basis of age and handicap against the County on October 24, 2012. The case is currently set on a trial docket that runs from November 25, 2013 to January 17, 2014.

The proposed Settlement Agreement would modify Troy's demotion and place her in the position of Education Coordinator, the position directly below her pre-lay-off position. The Settlement Agreement would also nullify a six day suspension that is the subject of a pending grievance and would compensate her in the amount of Sixty Two Thousand Five Hundred Dollars (\$62,500) inclusive of attorney's fees and costs, except for the cost of mediation which the County would pay directly. In exchange, Troy would execute a release of all pending claims against the County and would dismiss with prejudice the pending lawsuit.

MICHELE TROY
PLAINTIFF

V.

BOARD OF COMMISSIONERS
PALM BEACH COUNTY,
FLORIDA
DEFENDANT

IN THE CIRCUIT COURT OF THE 15th
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NUMBER: 50 2012 CA 019619 XXXX MB AD

MEMORANDUM OF SETTLEMENT

THIS CAUSE, having been submitted to mediation before MEAH TELL, Mediator, upon Order of the above-styled Court and/or stipulation between the parties, it is hereby stipulated and agreed between said parties that settlement has been reached as follows:

1. Defendant shall pay to Plaintiff, payable to Garcia Law Firm Trust Account, the sum of Sixty Two Thousand Five Hundred dollars and no cents (\$62,500.00) as full settlement of all claims, including all pending EEOC and FHR claims.
2. Defendant shall pay the cost of mediation.
3. Plaintiff shall execute a release of all claims.
4. Plaintiff shall ^{be placed} in the position of Education Coordinator, at level 30 pay grade, and shall be paid consistent with standard lay-off policies at a level that is 6% less than her pre-layoff salary, adjusted to reflect the 3% ~~raise~~ across-the-board raise given to Palm Beach County employees on September 21, 2013. The salary is adjusted to \$69,682.568 annually.
5. Subject to federal funding, Defendant agrees not to eliminate ~~the~~ Education Coordinator position prior to the elimination of ~~the~~ Palm Beach County's Head Start Program.
6. The six-day suspension imposed for alleged copyright violations is null and void. (continued on p. 2)

DATED this _____ day of _____, 2012 at _____, FL.

Plaintiff(s) Counsel

Defendant(s) Counsel

Plaintiff

Defendant

Style: Troy v. PBC

Case No.: 50 2012 CA 019619 XXX MB AD

7. This Agreement is subject to Palm Beach County Board of County Commissioners' approval.

8. The tax consequences of the settlement agreement shall be borne by the Plaintiff.

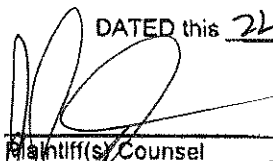

9. Within ten days of the execution of this settlement agreement, Defendant shall provide Plaintiff in writing notice of her direct supervisor and her job assignments.

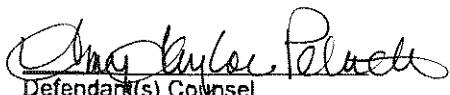
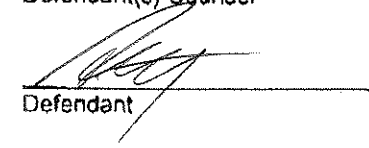
10. Payment provided hereunder shall be made within thirty days from the date the Agreement is approved by the Board of County Commissioners.

11. Each party shall bear their own fees and costs, except as specifically provided herein.

12. 1099 Forms shall be issued to Plaintiff and Plaintiff's counsel, based on the following break-down: for the Plaintiff, Forty-Two Thousand Five Hundred ^{dollars} and no cents; for Plaintiff's counsel, Twenty Thousand dollars and no cents.

DATED this 22nd day of October, 2012, at WPB, FL.


Plaintiff(s) Counsel

Plaintiff


Defendant(s) Counsel

Defendant

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 11/19/13 REQUESTED BY: Risk Management

REQUESTED FOR: Michelle Troy v. Palm Beach County Claim #000103-009505-EO-01

REQUESTED AMOUNT: \$62,500 AGENDA DATE: November 19, 2013

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY:  DATE: 11/12/13