

Deputy Superintendent of Schools
Henry C. Fraind

SUBJECT: TERMINATION OF CONTRACT WITH ECKERT SEAMANS CHERIN & MELLOTT, LLC AND ESTABLISHMENT OF CONTRACT WITH THE LAW FIRM OF GREENBERG & TRAUIG

On November 15, 2000, the Board authorized the Superintendent to enter into a legal contract with the law firm of Eckert Seamans Cherin & Mellott, LLC to represent the Board's interest in arbitration and unfair labor practice proceedings and in such other cases as may be assigned by the Chief Officer for Legislative and Labor Relations.

The primary attorney representing the Board's interest, Henry Latimer, has left the partnership of Eckert Seamans Cherin & Mellott, LLC and has joined the law firm of Greenberg & Traurig.

The Superintendent is recommending that the Board:

1. terminate its contract with Eckert Seamans Cherin & Mellott, LLC, effective March 23, 2001, and pay Eckert Seamans Cherin & Mellott, LLC \$4,700 for services rendered by Mr. Latimer while a partner in the firm; and
2. enter into an Agreement with Henry Latimer of Greenberg & Traurig, effective March 26, 2001 through June 30, 2001, to continue representing the Board's interest in labor law related legal proceedings for fees up to \$70,000.

RECOMMENDED: That The School Board of Miami-Dade County, Florida terminate its contract with the law firm of Eckert Seamans Cherin & Mellott, LLC, effective March 23, 2001, and employ the law firm of Greenberg & Traurig, effective March 26, 2001 through June 30, 2001, to represent the Board's interests in arbitration and unfair labor practice proceedings, and in such other cases as may be assigned by the Chief Officer of Legislative and Labor Relations, with compensation not to exceed \$70,000 at an hourly rate of \$150 per hour.

GAW:jmg