

Frank J. Bolaños, Chairman

SUBJECT: UPDATE ON SCHOOL BOARD ATTORNEY CONTRACT NEGOTIATIONS

COMMITTEE: INNOVATION, EFFICIENCY AND GOVERNMENTAL RELATIONS

At the August 17th, 2005 School Board meeting, the Board approved the following timeline for the selection process of the School Board Attorney:

- August 31, 2005 – Special Board meeting for Selection of Board Attorney.
- September 1-7, 2005 – Negotiation of Board Attorney Employment Contract
- September 7, 2005 – Approval of Board Attorney Contract

Following her selection as School Board Attorney, Chairman Bolaños spoke with JulieAnn Rico Allison on Wednesday, August 31st, Thursday, September 1st and proffered an employment agreement on Friday September 2, 2005.

On Tuesday, September 6th, Chairman Bolaños and Ms. Allison met to negotiate terms of the employment agreement, and later that day, Susan Horovitz Maurer, attorney for Ms. Allison, proffered a counterproposal on pending items.

Attached are the following documents:

1. Employment Agreement sent Friday September 2nd, 2005 proffered by the Chairman
2. Employment Agreement proffered on Tuesday, September, 6th, 2005 by Susan Horovitz Maurer, attorney for Ms. Allison
3. Memo dated September 6, 2005 proffered by Ms. Maurer, attorney for Ms. Allison.

**RECOMMENDED BY
CHAIRMAN FRANK J. BOLAÑOS:**

That The School Board of Miami-Dade County, Florida receive an update on and discuss the Board Attorney Contract Negotiations.

**REVISED
B-11**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this _____ day of September, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (hereinafter BOARD) and JULIEANN RICO ALLISON (hereinafter ALLISON or ATTORNEY).

WHEREAS, the Board is responsible for retaining the Board Attorney for the Miami-Dade County Public Schools; and

WHEREAS, ALLISON has agreed to be employed by the BOARD in such capacity, and on the terms and conditions provided herein, giving her time, energy and ability to the furtherance of the Miami-Dade County Public Schools (MDCPS).

THEREFORE, in consideration of the premises and the mutual agreements herein, the BOARD and ALLISON hereby agree as follows:

I. Employment and Term. The BOARD hereby employs ALLISON as Board Attorney, and ALLISON hereby accepts and agrees to such employment, for a term commencing October 1, 2005, and ending September 30, 2009, unless sooner terminated as provided herein.

II. Duties.

A. The ATTORNEY shall be responsible for the selection, recommendation for hiring and supervision of such additional in-house attorneys and support staff as may be necessary for the proper handling of the legal work of the BOARD, subject to budgetary limitations established by the MDCPS Administration utilizing a zero based budgeting method and approved by the BOARD. It is presently contemplated that nine (9) attorneys will be employed in-house to devote full time to the legal work of the BOARD.

B. Insofar as the school system demands for legal services exceed the capacity of the ATTORNEY and her staff, the ATTORNEY, with the approval of the BOARD,

shall have the non-exclusive right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for such outside counsel to be approved and paid by the BOARD.

C. The ATTORNEY shall be responsible for the handling of all the legal matters of the BOARD, which shall include but not be limited to the examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various administrative departments, preparation of legal opinions for the BOARD, drafting contracts, bond issues, and representation of the BOARD and Administration in litigation and at administrative hearings. The ATTORNEY shall make assignments of the legal work to the in-house attorneys assisting her and shall direct the activities of such attorneys.

D. The BOARD, within established budgetary limitations, will furnish the ATTORNEY with clerical services, office supplies and equipment, costs, and expenses reasonable and necessary to run the office effectively and efficiently, and adequate office space in the School Board Administration Building to maintain and properly staff the offices of the Board Attorney as those needs shall from time to time be required, and where necessary, authorize out-of-county travel for the ATTORNEY and members of her in-house attorney staff.

E. The ATTORNEY will not accept any other legal business (whether for compensation or not) and will spend her full time on BOARD business.

F. While performing duties within the course and scope of her employment as Board Attorney, ATTORNEY shall be indemnified for judgments, claims and provided a competent and appropriate legal defense by the BOARD and shall be covered by the BOARD'S insurance policies, if any.

III. Compensation. For all services rendered by the ATTORNEY pursuant to this Agreement, the BOARD shall pay to and provide for the ATTORNEY the salary, compensation and other benefits described in this Agreement.

A. Salary. The ATTORNEY shall receive an annual salary of One Hundred Ninety Thousand and 00/100 (\$190,000.00) Dollars per annum for the first year of this Agreement ending June 30, 2006, less appropriate deductions for employment taxes and income tax withholding. This salary shall be paid in accordance with the Board's normal payroll practices. For the second and subsequent years that this Agreement is in effect, the ATTORNEY may receive subsequent increases in salary as the BOARD may determine in its sole discretion.

B. Retirement. In addition to the salary provided in paragraph A. above, the ATTORNEY shall continue to participate in the Florida Retirement System (Senior Management class) and all other retirement programs for which she is or may become eligible during the term of this Agreement.

C. Expenses. Within established budgetary limitations, the ATTORNEY and members of her in-house attorney staff shall be reimbursed for their reasonable and necessary expenses incurred in the performance of their duties hereunder in accordance with applicable state law and Board rules. Without limiting the generality of the foregoing, the BOARD shall pay within the established budget, all expenses for the Board Attorney and for members of her in-house attorney staff designated by her to attend professional and official meetings, seminars, conventions, and other meetings and functions that the ATTORNEY deems relevant to the performance of their duties hereunder without further BOARD approval. The BOARD shall pay all membership fees and dues (including Florida Bar and Florida School Board Association dues) of the ATTORNEY in such legal organizations as the ATTORNEY deems appropriate, and shall

pay only Florida School Board Association dues for in-house attorneys in furtherance of the performance of their duties. The ATTORNEY and in-house attorney staff (with ATTORNEY'S approval) may hold offices or accept responsibilities in such professional organizations and associations, provided that such responsibilities do not materially interfere with the performance of their duties to the BOARD.

D. Insurance Benefits and Investments.

1. Employee Benefits. For each year of this Agreement, the BOARD shall provide health, dental, vision, life insurance and other flexible benefits which the ATTORNEY elects for herself from the BOARD'S standard benefit program available to all administrative employees, without cost to the ATTORNEY. The ATTORNEY'S family will be eligible for these benefits in the same manner as are the families of other administrative employees of the BOARD. The ATTORNEY is hereby granted the opportunity to re-designate the insurance she selects for the 2005 calendar year. The ATTORNEY shall be provided a cell phone for conducting BOARD business and a secure parking space.

2. Additional Insurance, Investment and Car Allowance. The BOARD shall contribute an annual sum for additional insurance coverage, investment and car allowance for the ATTORNEY in an amount up to a total of Six Thousand and 00/100 (\$6,000.00) DOLLARS which will be based upon documentation submitted by the ATTORNEY in connection with the following:

(a) Life Insurance. The BOARD shall at the discretion of the ATTORNEY contribute a portion of the \$6,000 set forth above per year each year this Agreement is in force toward the payment of premiums, supported by documentation, for an individual cash building life insurance policy, insuring the life of ATTORNEY. The exact

amount, if any, to be contributed to pay premiums for such life insurance policy will be determined by the ATTORNEY. Such life insurance policy will be chosen by the ATTORNEY and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for the ATTORNEY without detriment to the BOARD. Policy ownership and beneficiary designation shall be at the option of the ATTORNEY.

(b) Disability Insurance. The BOARD shall, at the discretion of the ATTORNEY, contribute a portion of the \$6,000 set forth above, during each year this Agreement is in force, toward the payment of premiums, supported by documentation, for an individual disability income policy insuring the ATTORNEY. The exact amount, if any, to be contributed to pay premiums, if any, for such policy will be determined by the ATTORNEY. Such disability insurance policy shall be chosen by the ATTORNEY and shall be on the terms and from the carrier deemed acceptable to the ATTORNEY.

(c) Investment. The BOARD shall, at the discretion of the ATTORNEY, contribute a portion of the \$6,000 set forth above per year each year this Agreement is in force toward the payment of an investment program of the ATTORNEY'S choosing. The exact amount, if any, to be contributed to pay for the program will be determined by the ATTORNEY.

(d) The Board shall, at the discretion of the ATTORNEY, contribute up to \$300 per month of the \$6,000 set forth above per year each year this Agreement is in force toward a car allowance for the ATTORNEY.

E. Other Benefits. Any other benefits afforded to other administrative employees shall be incorporated into the ATTORNEY'S package of benefits automatically.

F. Vacation, Sick Leave and Terminal Pay. During the term of employment under this Agreement, the ATTORNEY shall be entitled to accrue vacation leave in accordance with applicable School Board Rules. In addition, the ATTORNEY shall be entitled to sick leave and terminal pay as provided in Florida Statutes, Chapter 1012, Section E, and any successor provisions and School Board Rules. Upon termination of employment, the ATTORNEY shall receive in lump sum an amount equal to the ATTORNEY'S per diem salary at that time multiplied by the ATTORNEY'S accrued vacation and sick days in accordance with applicable State law and Board rules. This lump sum payment shall be in addition to any other amounts payable to the ATTORNEY upon termination of employment under this Agreement and applicable law.

IV. Termination.

A. Termination for Disability. The BOARD shall have the right to terminate the ATTORNEY'S employment hereunder in the event of her disability to perform fully her duties hereunder. In such event, the BOARD shall pay to the ATTORNEY, as severance pay and in full satisfaction of the BOARD'S obligations hereunder, a lump sum equivalent to her salary for one year at the rate then in effect, together with such payments or benefits as would have accrued to her if this Agreement had then expired by its express terms. The ATTORNEY agrees that the BOARD shall have sole and absolute discretion to decide upon such termination, and that in the event of such termination she waives all rights to contest or challenge the BOARD'S decision and will accept the benefits provided above in full satisfaction of the BOARD'S obligations hereunder and in full release of any and all claims against the BOARD under this Agreement.

B. Annual Evaluation/Termination.

1. Evaluation. The BOARD and ATTORNEY will agree on an evaluation instrument no later than April 1, 2006. In June of 2006 and each succeeding year while this Agreement is in force, the BOARD may evaluate the ATTORNEY'S performance of her duties. Each Board Member may meet individually, subject to any Sunshine law requirements, with the ATTORNEY to review ATTORNEY'S performance in accordance with criteria set forth in the Evaluation instrument. Such meetings shall consist of full and frank exchanges between the ATTORNEY and the individual BOARD Members, but shall not involve the discussion of foreseeable future Board actions, nor the disclosure by the ATTORNEY to a Board Member of another Board Member's views. Following such meetings, the BOARD, at a public meeting, may discuss the ATTORNEY'S performance and evaluation.

2. Termination.

(a) The BOARD may dismiss the ATTORNEY during the term of this Employment Agreement for unsatisfactory performance of ATTORNEY'S duties after completion by the BOARD of an evaluation conducted as set forth in Section IV.C.1. of this Agreement. The BOARD shall be the sole determinant of the ATTORNEY'S unsatisfactory performance. In the event of such termination, the ATTORNEY waives all rights to contest or challenge the BOARD'S decision and will accept one (1) year base salary, accrued sick and annual leave as stated in Section III.F., and such other benefits required by law, in full satisfaction of the BOARD'S obligations hereunder and otherwise and in full release of any and all claims against the BOARD under this Agreement or otherwise.

(b) The BOARD may dismiss the ATTORNEY during the term of the Employment Agreement for just cause. In the event of termination for just cause, the BOARD

shall provide ninety (90) days prior written notice to the ATTORNEY. In the event of such termination, the ATTORNEY waives all rights to contest or challenge the BOARD'S decision and will accept 90 days of salary as severance pay from the date of notice, accrued sick and annual leave as states in Section III.F., and such other benefits required by law, in full satisfaction of the BOARD'S obligations hereunder and otherwise and in full release of any and all claims against the BOARD under this Agreement or otherwise.

(c) The BOARD may dismiss the ATTORNEY during the term of the Agreement without just cause. In the event of termination without just cause, the BOARD shall provide one hundred twenty (120) days prior written notice to the ATTORNEY. In the event of such termination, the ATTORNEY waives all rights to contest or challenge the BOARD'S decision and will accept 120 days of salary as severance pay from the date of notice, accrued sick and annual leave as stated in Section III.F., and such other benefits provided by law, in full satisfaction of the BOARD'S obligations hereunder and otherwise and in full release of any and all claims against the BOARD under this Agreement or otherwise.

C. Termination by Resignation. The ATTORNEY may resign during the term of this Agreement without the consent of the BOARD upon ninety (90) days notice. In such case, the BOARD shall pay the ATTORNEY his accrued vacation and sick days at the per diem salary rate in effect during her last year of employment as Board Attorney.

V. Payment In the Event of Death. In the event of death of the ATTORNEY at any time during the term of this Agreement, the BOARD shall pay to her surviving spouse, if any, or if the ATTORNEY does not have a surviving spouse, to the ATTORNEY'S estate, an amount equal to the portion of the ATTORNEY'S salary to which she was entitled through the date of

her death, payable within one month of the date of her death, together with such payments or benefits as are authorized by law or Board rules.

VI. Annual Report. In June of each year of this Agreement, the ATTORNEY will provide to the BOARD a report of all expenditures for legal counsel for the preceding fiscal year and a report of the ethnic and racial composition of the School Board's in-house legal counsel, as well as the ethnic and racial composition of outside legal counsel. Also, contained in the report will be a list of legal organizations in which the BOARD pays fees or dues for the ATTORNEY to attain membership.

VII. Entire Agreement. This Agreement contains the entire agreement concerning employment arrangements between the BOARD and the ATTORNEY. This Agreement may not be changed except by written agreement of the parties.

VIII. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and sent by registered mail, return receipt requested, to the party involved at the address shown on the signature page, or to such other address as either party may specify to the other in writing. The date three (3) days after the date of mailing of such notice shall be deemed to be the date of delivery thereof.

IX. Assignment. This Agreement shall inure to the benefit or, and shall be binding upon, the BOARD, its successors and assigns, and the ATTORNEY, his heirs and personal representatives, but may not be assigned by the ATTORNEY.

X. Severability. In the event any term, paragraph or provision of this Agreement or its application to any circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XI. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

XII. 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.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami, Miami-Dade County, Florida, this _____ day of September, 2005.

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA:**

ATTEST:

Secretary

By: _____
Frank J. Bolaños, Chairman
1450 NE 2nd Avenue, Room 700
Miami, FL 33132

ATTORNEY:

By: _____
JULIEANN RICO ALLISON
1450 NE 2nd Avenue, Room 400
Miami, FL 33132

Approved as to Form:

Attorney for School Board

ATTACH 2

DRAFT

ATTORNEY-CLIENT PRIVILEGE
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Employment Agreement

THIS EMPLOYMENT AGREEMENT is made this 7th day of September, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (hereinafter BOARD) and JULIEANN RICO ALLISON (hereinafter ALLISON or ATTORNEY).

WHEREAS, the Board is responsible for retaining the School Board Attorney for the Miami-Dade County Public Schools; and

WHEREAS, ALLISON has agreed to be employed by the BOARD in such capacity, and on the terms and conditions provided herein, giving her time, energy, and ability to the furtherance of the Miami-Dade County Public Schools.

THEREFORE, in consideration of the premises and the mutual agreements herein, the BOARD and ALLISON hereby agree as follows:

- I. **Employment and Term.** The BOARD hereby employs ALLISON as Board Attorney, and ALLISON hereby accepts and agrees to such employment, for a term commencing December 12, 2005, and ending December 11, 2009; provided, however, this term may be extended by the provisions of paragraph VI. **Extension.**
- II. **Duties.**
 - A. The ATTORNEY shall be responsible for the selection, hiring and supervision of such additional attorneys and support staff as may be necessary for proper handling of the legal work of the BOARD.
 - B. Insofar as the school system demands for legal services exceed the capacity of the ATTORNEY and her staff, the ATTORNEY, with the approval of the BOARD, shall have the right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for such outside counsel to be approved and paid by the BOARD.
 - C. The ATTORNEY shall be responsible for the handling of all the legal matters of the BOARD, which shall include but not be limited to the examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various departments, preparation of legal opinions for the BOARD, drafting contracts, bond issues, and representation of all the BOARD in litigation and at administrative hearings. The ATTORNEY shall make assignments of the legal work of the BOARD to the attorneys assisting her and shall direct the activities of such attorneys.
 - D. The BOARD will furnish the ATTORNEY with stenographic services, office supplies and equipment, abstract costs, court costs, and adequate office

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space in the School Administration Building to maintain and staff properly the offices of the Legal Department as those needs shall from time to time be required, and where necessary, authorize out-of-county travels for the ATTORNEY and members of her staff.

- E. The ATTORNEY will not accept legal business which will in any way conflict with the legal business of the BOARD and will spend full time on BOARD business.

III. **Compensation.** For all services rendered by the ATTORNEY pursuant to this Agreement, the BOARD shall pay to and provide for the ATTORNEY the salary, deferred compensation and other benefits described in this Agreement.

- A. **Salary.** The ATTORNEY shall receive an annual salary of Two Hundred Fifty Thousand Dollars (\$250,000) per annum for the first year of this Agreement ending September 11, 2006, less appropriate deductions for employment taxes and income tax withholding. This salary shall be paid in accordance with the Board's normal payroll practices. For the second and subsequent years that this Agreement is in effect, the ATTORNEY shall receive an annual salary equal to one hundred nine percent (109%) of the annual salary for the immediately preceding 12-month period which annual salary shall be paid at the time and in the manner provided above; as the BOARD may determine in its sole discretion.
- B. **Retirement.** In addition to the salary provided in paragraph A above, the ATTORNEY shall continue to participate in the Florida Retirement System (Senior Management Status) and all other retirement programs for which he is or may become eligible during the term of this Agreement.
- C. **Expenses.** The ATTORNEY and members of her staff shall be reimbursed for their reasonable and necessary expenses incurred in the performance of their duties hereunder in accordance with applicable state law and Board rules. Without limiting the generality of the foregoing, the BOARD shall pay all expenses for the School Board Attorney and for members of her staff designated by her to attend professional and official meetings, seminars, conventions, and other meetings and functions that the ATTORNEY deems relevant to the performance of their duties hereunder without further School Board approval, and shall pay all membership fees and dues (including Bar dues) of the ATTORNEY in such a legal organizations as the ATTORNEY deems appropriate and in furtherance of the performance of these duties hereunder.

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D. Insurance Benefits and Investments.

1. Employee Benefits. For each year of this Agreement, the BOARD shall provide health, dental, vision, disability, life insurance and other flexible benefits which the ATTORNEY elects for herself from the Board's standard benefit program available to managerial employees, without cost to the ATTORNEY, plus an amount equal to any federal income tax liability incurred by the ATTORNEY on such benefits. (For this purpose, the ATTORNEY'S rate of tax shall be assumed to be 39% and shall be adjusted accordingly in the event tax rates are changed.) The ATTORNEY'S family will eligible for these benefits in the same manner as are the families of other managerial employees of the BOARD. The ATTORNEY is hereby granted the opportunity to re-designate the insurance she selected for the 2005/2006 calendar year.

2. Additional Insurance and Investments. The BOARD shall contribute a sum for investment and additional insurance coverage for the ATTORNEY in an amount not to exceed a total of \$6,000 as follows:

(a) Life Insurance. The BOARD shall at the discretion of the ATTORNEY contribute a portion of the \$6,000 set forth above per year each year this Agreement is in force toward the payment of premiums for an individual cash building life insurance policy, insuring the life of the ATTORNEY. The exact amount, if any, to be contributed to pay premiums for such life insurance policy will be determined by the ATTORNEY. Such life insurance policy will be chosen by the ATTORNEY and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for the ATTORNEY without detriment to the BOARD. Policy ownership and beneficiary designation shall be at the option of the ATTORNEY.

(b) Disability Insurance. The BOARD shall, at the discretion of the ATTORNEY, contribute a portion of the \$6,000 set forth above, during each year this Agreement is in force, toward the payment of the premiums for an individual disability income insuring the ATTORNEY. The exact amount, if any, to be contributed to pay premiums, if any, for such policy will be determined by the attorney. Such disability insurance policy shall be chosen by the ATTORNEY and shall be on the terms and from the carrier deemed acceptable to the ATTORNEY.

(c) Investment. The BOARD shall, at the discretion of the ATTORNEY, contribute a portion of the \$6,000 set forth above per year each year this Agreement is in force toward the payment of an investment program of the ATTORNEY'S choosing. The exact amount, if any, to be contributed to pay for the program will be determined by the ATTORNEY.

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- (d) The BOARD shall provide the ATTORNEY with additional compensation equal in amount to any federal income tax liability incurred by the ATTORNEY in connection with the purchase of additional insurance or investment programs provided hereunder. (For this purpose, the ATTORNEY'S rate of tax rates are changed.)
- E. **Other Benefits.** Any other benefits afforded to exempt managerial employees shall be incorporated into the ATTORNEY'S package of benefits automatically. In addition, BOARD shall provide ATTORNEY at BOARD'S expense the following:
1. Cellular Phone, Blackberry and laptop, secure parking space.
 2. Relocation expenses in the amount of Fifteen, Thousand Dollars (\$15,000)
 3. ~~Automobile for business purposes~~
- F. **Vacation, Sick Leave and Terminal Pay.** During the term of employment under this Agreement, the ATTORNEY shall be entitled to accrue vacation leave in accordance with applicable School Board Rules.

In Addition, the ATTORNEY shall be entitled to sick leave and terminal pay as provide in Florida Statutes, Chapter 231, and any successor provisions and School Board Rules. Upon termination of employment, the ATTORNEY shall receive in lump sum an amount equal to the ATTORNEY'S accrued vacation and sick days in accordance with applicable State Law and Board rules. This lump sum payment shall be in addition to any other amounts payable to the ATTORNEY upon termination of employment under this Agreement and applicable law. Further, nothing contained in this Agreement shall abrogate or in any way change any vacation or sick leave entitlement or any other privileges or benefits that have accrued to the ATTORNEY as a result of this previous employment by the BOARD. But, in no event shall be less than 3 full weeks per year. In the event during the first year of employment, adequate number of days have not accrued to allow for the vacation time needed, then those days will be allowed in advance.

- IV. **Continued Employment Extension.** The parties acknowledge that the ATTORNEY'S employment with the BOARD has been of sufficient quality and dedication that would be reasonable for the ATTORNEY to expect, absent acceptance of the position of Board Attorney, to continue as a Board employee and to accrue retirement benefits during that tenure. If the BOARD shall terminate the ATTORNEY pursuant to the provisions of paragraph V.C. **Annual Evaluation, Termination**, then the BOARD agrees to continue to employ her with the highest rank and level of compensation, of any Senior Assistant Board Attorney, subject to the Board Rules regarding appointment, employment, and separation of such employees. In the event that the ATTORNEY,

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upon her retirement or termination therefrom, the BOARD shall pay the ATTORNEY her accrued vacation and sick days at the per diem salary rate in effect during her last year of employment as Board Attorney hereunder. This provision survives the termination of this Agreement and any Extension hereof pursuant to paragraph VI. Extension, hereto.

V. Termination.

A. Termination for Cause. The BOARD, upon a vote of the full BOARD, may dismiss the ATTORNEY during the term of this Employment Agreement for unsatisfactory performance of ATTORNEY'S duties after completion by the BOARD of an evaluation conducted as set forth in (Section IV.C.1) of this Agreement. The BOARD shall be the sole determinant of the ATTORNEY'S unsatisfactory performance. In the event of such termination, the ATTORNEY waives all rights to contest or challenge the BOARD'S decision and will accept one (1) year base salary, accrued sick and annual leave as stated in (Section III.F.), and such other benefits required by law, in full satisfaction of the BOARD'S obligations hereunder and otherwise and in full release of any and all claims against the BOARD under this Agreement or otherwise.

Termination Without Cause. The BOARD, upon a vote of the full BOARD, may dismiss the ATTORNEY during the term of the Agreement without just cause. In the event of termination without just cause, the BOARD shall provide one hundred twenty (120) days prior written notice to the ATTORNEY. In the event of such termination, the ATTORNEY waives all rights to contest or challenge the BOARD'S decision and will accept two (2) years salary as severance pay from the date of notice, accrued sick and annual leave, as stated in (Section III.F.), and such other benefits provided by law, in full satisfaction of the BOARD'S obligations hereunder and otherwise and in full release of any and all claims against the BOARD under this Agreement or otherwise.

B. Payment in the Event of Death. In the event of the death of the ATTORNEY at any time during the term of this Agreement, the BOARD shall pay the surviving spouse, if any, or if the ATTORNEY does not have a surviving spouse, to the ATTORNEY'S estate, an amount equal to the portion of the ATTORNEY'S salary to which he was entitled through the date of her death, payable within one month of the date of her death, together with such payments or benefits as are authorized by law or Board rules.

C. Annual Evaluation/Termination. In June of 2000 and of each succeeding year while this Agreement is in force, the BOARD may evaluate the ATTORNEY'S performance of her duties. Each Board member may meet

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individually with the ATTORNEY to review her performance and progress in light of the BOARD'S policy decisions and objectives. Such meetings shall consist of full and frank exchanges between the ATTORNEY and the individual Board members, but shall not involve the discussion of foreseeable future Board actions, nor the disclosure by the ATTORNEY to a Board member of another Board member's views.

Following such meetings, the BOARD at a public meeting may discuss the ATTORNEY'S performance. If following any such discussion the BOARD determines that the ATTORNEY'S performance is unsatisfactory, the BOARD may take one of the following actions:

1. Terminate the employment of the ATTORNEY hereunder, for unsatisfactory performance.
2. Establish prescriptive goals and performance objectives for the ATTORNEY to achieve during the next succeeding year.

The ATTORNEY agrees that the BOARD shall have sole and absolute discretion to terminate her employment for unsatisfactory performance, and that in the event of such termination she waives all rights to contest or challenge the BOARD'S decision and will accept the benefits provided above, including benefits provided for in paragraph IV, but with the exception of the salary lump sum referred to in V.A. In full satisfaction of the BOARD'S obligations hereunder and in full release of any and all claims against the BOARD under this Agreement.

The Board agrees that if it should establish prescriptive goals and performance objectives for the ATTORNEY, as provided in subparagraph C.2 above, and if the ATTORNEY, in her sole discretion, should deem such goals and objectives unacceptable and impossible of achievement, then the ATTORNEY may terminate this Agreement and her employment hereunder, upon written notice to the BOARD not later than thirty days after the BOARD'S action establishing such goals and objectives; and in such case the termination of this Agreement and of the ATTORNEY'S employment as Board Attorney shall be effective immediately, and the ATTORNEY may elect the benefits provided for in paragraph IV. Continued Employment/Extension, hereof.

D. Termination by Resignation. The ATTORNEY may resign during the term of this Agreement without the consent of the BOARD upon ninety (90) days notice. In such case, the BOARD shall pay the ATTORNEY her accrued

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vacation and sick days at the per diem salary rate in effect during her last year of employment as Board Attorney.

- VI. **Extension.** If, on September 11, 2009, the ATTORNEY is employed as ATTORNEY, then this Agreement shall be extended and continue in full force and effect for a Term ending September 12, 2009, subject to modifications previously set forth herein.
- VII. **Annual Report.** In September of each year of this Agreement, the ATTORNEY will provide to the BOARD a report of the ethnic and racial composition of the School Board's in-house legal counsel. Also, contained in the report will be a list of legal organizations in which the BOARD pays fees or dues for the ATTORNEY to attain membership.
- VIII. **Entire Agreement.** This Agreement contains the entire agreement concerning employment arrangements between that BOARD and the ATTORNEY. This Agreement may not be changed except by written agreement of the parties.
- IX. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and sent by registered or certified mail, return receipt requested, to the party involved at the address shown on the signature page, or to such other address as either party may specify to the other in writing.
- X. **Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon, the BOARD, its successors and assigns, and the ATTORNEY, her heirs and personal representatives, but may not be assigned by the ATTORNEY.
- XI. **Severability.** In the event any term, paragraph or provision of this Agreement or its application to any circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- XII. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of that State of Florida.
- XIII. **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.

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IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami, Miami-Dade County, Florida, this ____ day of September, 2005.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA

Secretary

By: _____
Solomon Stinson, Chair
1450 N.E. 2nd Avenue
Room 700
Miami, Florida 33132

ATTORNEY:

By: _____
JULIEANN RICO ALLISON, Attorney
1450 N.E. 2nd Avenue
Room 400
Miami, Florida 33132

Approved as to Form:

Attorney for School Board

PANZA, MAURER & MAYNARD, P. A.

ATTORNEYS AND COUNSELORS AT LAW
BANK OF AMERICA BUILDING
THIRD FLOOR
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GOVERNMENTAL RELATIONS
SANDRA S. HARRIS
NOT MEMBERS OF FL BAR

MEMORANDUM

VIA E-MAIL: *Michael.Stein@KornFerry.com*

TO: Michael A. Stein, Managing Director
Korn/Ferry International

FROM: Susan Horovitz Maurer, Esquire

DATE: September 6, 2005

RE: **Rico-Allison Employment Proposal**
Miami-Dade General Counsel

Thank you for taking the time to meet with us today. Below please find the counterproposal terms which we would appreciate you sharing with Chairman Bolaños and Johnny Brown.

- > Base Salary -- \$225,000.00 per year
- > Benefits Package -- \$6,000.00 per year for additional insurance premiums/contribution to investments
- > \$400.00 per month car allowance
- > \$15,000.00 one-time moving/relocation stipend payable within 30 days of start date

Termination For Cause.

Notwithstanding the foregoing, the attorney may be removed from office at any time by a majority of the Board as a whole, for cause, in accordance with the provisions set forth hereinafter. The term "for cause" shall be deemed to include

- (a) gross negligence in handling of School Board legal matters;
- (b) willful disregard of policies of the School Board; or

- (c) conviction of a felony relating to official duties or involving moral turpitude.

The removal process "for cause" shall require a majority of the Board as a whole to adopt a Notice of Termination setting forth the reasons for removal and after such adoption, to furnish a copy to the attorney. At or subsequent to the adoption of the Notice of Termination, the Board may suspend the attorney from duty with pay for a period not to exceed thirty (30) days. The attorney shall have a period of thirty (30) days from the adoption of the Notice of Termination to submit to the Board a response in writing to any or all of the reasons set forth in the Notice of Termination. In the event the attorney provides such written response to the Board, then at the end of the aforesaid thirty (30) day period, the Board shall make a final determination as to termination. If the attorney does not provide a written response in the thirty (30) day period, the termination shall then be considered final without further Board consideration. In the event of termination pursuant to this paragraph, the attorney shall be paid only for unpaid salary and benefits accrued to the date of termination. Attorney retains the right to pursue any and all appropriate legal action upon termination.

Termination for No Cause.

The attorney may be removed from her position at any time in the event that a majority of the Board as a whole is unsatisfied with the performance of her job duties as Chief Counsel. In the event the Board terminates this Agreement pursuant to this subparagraph, the Board shall provide as severance payments to the attorney, all salary and benefits provided for herein through the remaining term of this Agreement; provided, however, that the attorney shall in no event receive less than two (2) years severance pay if termination occurs within the first two (2) years of the term of this Agreement; and if termination occurs within the months 24-36, then there shall be an equivalent of all salary and benefits for an eighteen (18) month period; and if termination occurs in months 36-48 of this Agreement, then attorney shall be due an equivalent of twelve (12) months salary and benefits.

Salary, Increases and Performance Goals

The attorney shall be entitled to an automatic five percent (5%) raise annually. In addition, attorney may be entitled, in the Board's sole discretion, to an additional five percent (5%) performance bonus (which shall not become part of the base salary), based on the attorney's satisfactory completion of Performance Goals that the Board and attorney shall develop and agree upon within sixty (60) days of the commencement of this employment, and shall be amended and approved annually.

The Board and the attorney shall develop a plan for "Baseline Achievement Goals". These shall be developed and agreed upon by the attorney and Board annually, the first of which shall be within sixty (60) days of commencement of this employment. These Baseline Achievement Goals shall be the criteria for the Board's annual evaluation of the attorney and shall be rated satisfactory or unsatisfactory by a majority of the Board. In the event that one or

Michael A. Stein, Managing Director
Korn/Ferry International
Page 3

more of these achievement goals are rated unsatisfactory by a majority of the Board, then in such case, an improvement plan will be developed by the Board and the attorney and reviewed within six (6) months of the unsatisfactory evaluation.

Please note that we have finally been able to speak to the Board Chairman for the Palm Beach County School Board. While full Board approval is necessary, the Chairman of the Palm Beach County School Board has agreed to work with me to effectuate a start date within 45-60 days of resignation notice to the Board. Thus, a November 1 start date would be appropriate.