

Office of School Board Attorney
JulieAnn Rico Allison, Board Attorney

**SUBJECT: SCHOOL BOARD AUTHORIZATION OF PROPOSED CONTRACTS
FOR DEPUTY BOARD ATTORNEY AND ASSOCIATE BOARD
ATTORNEYS**

COMMITTEES: SCHOOL SUPPORT ACCOUNTABILITY

The School Board Attorney is recommending the following job descriptions and contracts for the Board's approval:

Marylin Batista-McNamara, Esquire
Deputy School Board Attorney, (Contract)

Oversees the daily operations of the Board Attorney's Office, serves as the School Board Attorney's designee when Board Attorney is absent and is the Office Liaison with the Superintendent's Special Counsel.

Laura Pincus, Esquire
Senior Associate Attorney - Academic Programs and Compliance, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and Safe School Program.

OPEN
Associate Attorney - Academic Programs and Compliance, (Contract)

Works at the direction of the Senior Attorney for Academic Programs. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and Safe School Program.

Luis M. Garcia, Esquire
Senior Associate Attorney - Administrative/Regulatory Compliance and Governance, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of policies, regulatory compliance, legislation, administrative procedures, public records, public meetings, ethics, and Board opinions. Interacts with other legal staff as well as District Administration, to provide legal opinions, and develop administrative policies, procedures and compliance programs.

Melinda L. McNichols, Esquire

Associate Attorney - Administrative/Regulatory Compliance and Governance, (Contract)

Works at the direction of the Senior Attorney for Administrative/ Regulatory Compliance & Governance. Provides legal representation on all legal matters relating to School Board legal compliance, regulatory matters and administrative governance. Includes development, drafting, and interpretation of Board rules.

OPEN

Senior Associate Attorney - Litigation/Risk Management, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigations matters. Works closely with Risk Benefits Management and all other departments to provide all pertinent necessary legal support and training for risk avoidance.

OPEN

Associate Attorney - Litigation, (Contract)

Works at the direction of the Senior Attorney for Litigation. Provides legal support to the Board and Departments in presentation and avoidance of legal claims and suits. Represents Board and District in civil litigation matters arising from claims, including tort claims, contract matters, construction defects, eminent domain.

OPEN

Senior Associate Attorney - Real Estate and Planning, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of transactional matters: drafting and negotiations for real estate acquisitions, sales and leases, land use planning, concurrency, inter-local agreements, boundaries, administrative agency interfacing, including permits and applications and environmental issues. Works closely with assigned departments to effectively implement all pertinent policies.

Stephen Shochet, Esquire

Senior Associate Attorney - Business Operations/Construction, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of construction, claims and contract management, purchasing contracts, public bid process/protests, transportation, food and nutrition and risk benefits management. Works closely with Procurement Management, Construction, Transportation, Finance and Risk Benefits Management departments to provide all pertinent necessary legal support.

Kimberly Hall, Esquire

Associate Attorney - Business Operations/Contracts/Real Estate, (Contract)

Works at the direction of the Senior Attorney for Business Operations/Construction. Drafts, prepares, negotiates vendor contracts, lease agreements, and interlocal agreements. Litigation as needed.

Jean Marie Middleton, Esquire

Senior Associate Attorney - Personnel, (Contract)

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation. Interacts with and acts as attorney to the Superintendent in areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.

Ana I. Segura, Esquire

Associate Attorney - Personnel, (Contract)

Works at the direction of the Senior Attorney for Personnel. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation. Interacts with and acts as attorney to the Superintendent in the areas of personnel, disciplinary matters, employee's relations, school police and worker's compensation.

The contracts of Attorneys Garcia, McNichols and Segura will become effective December 1, 2005. The contracts of Attorneys Pincus, Shochet, Hall, and Middleton will have an effective date of December 5, 2005. The contract of the Deputy Board Attorney will commence on or about December 19, 2005, but not later than January 16, 2006.

The Board Attorney is further requesting the Board approve all job descriptions to negotiate appropriate contracts for additional in-house Senior and Associate attorneys as needed.

The Board Attorney's Office further recommends the following consulting contract effective January 1, 2006 through December 31, 2006 for the Board's approval of :

Consultant Randall D. Burks, B.A., M.Ed., Ph.D., J.D.

RECOMMEND: That The School Board of Miami-Dade County, Florida:

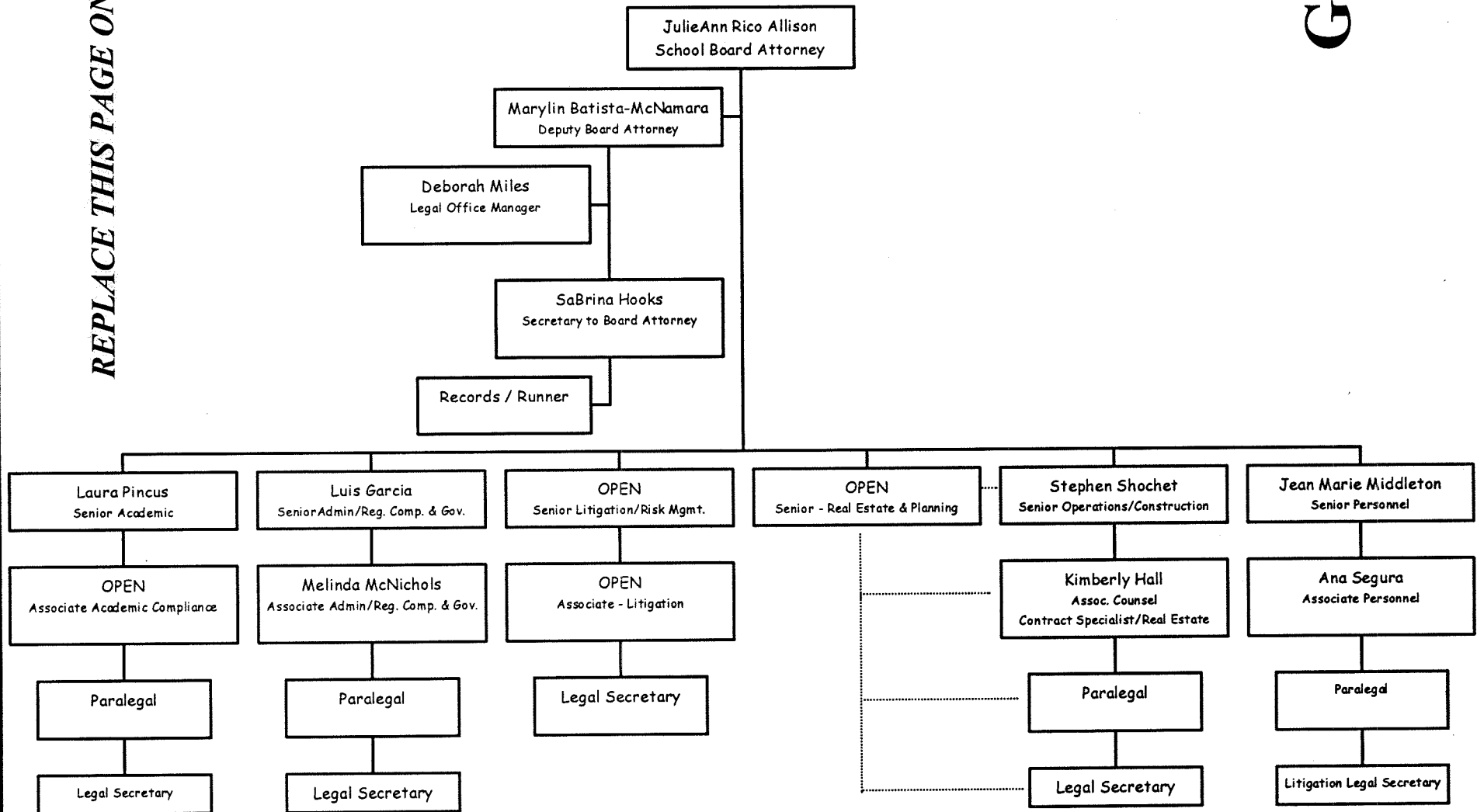
1. Authorize contracts with Marylin Batista-McNamara as Deputy School Board Attorney; Laura Pincus, Esquire, as Senior Associate Attorney – Academic Programs and Compliance; Luis M. Garcia, Esquire, as Senior Associate Attorney – Administrative/Regulatory Compliance and Governance; Melinda L. McNichols, Esquire, as Associate Attorney – Administrative/Regulatory Compliance and Governance; Stephen Shochet, Esquire, as Senior Associate Attorney – Business Operations/Construction; Kimberly Hall, Esquire, as Associate Attorney – Business Operations/Contracts/Real Estate; Jean Marie Middleton, Esquire, as Senior Associate Attorney – Personnel; and Ana I. Segura, Esquire, as Associate Attorney – Personnel.
2. Approve job descriptions as submitted.
3. Authorize consulting contract with Randall D. Burks, B.A., M.Ed., Ph.D., J.D.

CORRECTED

PROPOSED LEGAL SERVICES ORGANIZATIONAL CHART
SCHOOL BOARD ATTORNEY'S OFFICE – November, 2005

REPLACE THIS PAGE ONLY

G-2



MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|-----------------------------------|
| 1. | JOB TITLE: | Deputy Board Attorney |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Oversight of daily operations of the Board Attorney's Office. School Board Attorney's designee when Board Attorney is absent.

EXAMPLE OF DUTIES

1. Oversight of daily operations of the Board Attorney's Office.
2. School Board Attorney's designee when Board Attorney is absent.
3. Office Liaison with Superintendent's Special Counsel.
4. Develops, implements and coordinates office procedures.
5. Assists School Board Attorney in the development of Board Attorney's Office Strategic Plan.
6. Assignment and supervision of in-house litigation and attendant functions.
7. Serves as legal counsel and parliamentarian at School Board meetings in absence of Board Attorney.
8. Serves as primary attorney in the areas of district school operations.

9. Assignment, review and approval of legal reviews for the Office of Professional Standards (OPS)
10. Assignment, review and approval of legal reviews for the Office of Civil Rights Compliance (CRC).
11. Prepares annual evaluations of senior and associate Board attorneys, and confidential exempt support staff.
12. Drafts agenda items and School Board rules.
13. Reviews School Board agenda for legal concerns.
14. Provides legal advice to Superintendent's Cabinet and Senior Staff.
15. Implements the systems and databases for office and intra-office communications and reports.
16. Supervision of outside counsel.
17. Reviews and approves payment of legal fees to outside counsel.
18. Provides legal advice to School Board Members and Administrative Assistants.
19. Provides legal advice and guidance to the Diversity Equity and Excellence Advisory Committee (DEEAC), the Attendance Boundary Committee (ABC), and other advisory committees.
20. Supervision of Senior and Associate Board Attorneys, support staff and law clerks.
21. Approves payroll and travel expenses.
22. Approves requisitions and credit card purchases.
23. Signatory on checks for litigation related matters (e.g. witness fee checks).
24. Coordinates the preparation of proposed annual budget for approval by the Board Attorney.
25. Placement coordinator for hiring of Associate School Board Attorneys, confidential exempt personnel and law clerks.

26. Authorization of settlement of lawsuits handled by Associate School Board Attorneys in accordance with applicable law and Board rule.
27. Authorization of settlement of lawsuits handled by torts outside counsel in absence of School Board Attorney.
28. Assignment of outside counsel for tort lawsuits in absence of School Board Attorney.
29. Receives service of process for summons and complaints served on Board Attorney's Office.
30. Receives and resolves hard to handle duty calls.
31. Coordinates and develops training for attorneys and support staff.
32. Responsible for physical office space needs.
33. Approves supply requests for the office.
34. Prepares and coordinates audit opinions requested by outside auditor report on litigation for in-house counsel and outside counsel.
35. Follows adopted policies and procedures in accordance with School Board priorities.
36. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
37. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.


PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida (preferred).
4. Minimum of ten (10) years litigation experience in either trial court and/or administrative proceedings or arbitration in the area of construction, complex civil litigation, and/or Risk Management.
5. Demonstrated ability to successfully manage and supervise employees, manage cases and litigation team.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/8/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

Marylin Batista-McNamara

20001 Northeast 23rd Avenue

North Miami, FL 33180

(305) 466-1861

BAR ADMISSIONS

United States Supreme Court, 1998

Florida Bar Member, 1994

District of Columbia Court of Appeals Bar Member, 1996

United States District Court for the Southern District of Florida, 1994

United States District Court for the Middle District of Florida, 1994

United States Circuit Court of Appeal for the Eleventh Circuit, 1994

Martindale-Hubbell *AV rated

EDUCATION

NOVA SOUTHEASTERN UNIVERSITY LAW CENTER

Fort Lauderdale, Florida

Juris Doctor Degree, 1993

Leo Goodwin Research Assistant for Professor L. Kalevitch

Moot Court 1992-93

FLORIDA INTERNATIONAL UNIVERSITY

Miami, Florida

Bachelor of Science Degree, Biological Sciences/English, 1989

EMPLOYMENT EXPERIENCE

BROWARD COUNTY SCHOOL BOARD, Fort Lauderdale, Florida

Deputy General Counsel – Civil Rights Litigation / Education Law

December 2003 to Present

BROWARD COUNTY SCHOOL BOARD, Fort Lauderdale, Florida

Assistant School Board Attorney - Labor / Employment Law and Civil Rights
Litigation

October 1996 – December 2003

Responsibilities encompass handling of litigation and appeals matters in the fields of government labor and employment law and civil rights litigation in federal and state courts involving jury and non-jury trials, providing legal advice to school administrators, litigating unfair labor practice charges, wrongful termination and employee benefits issues, aiding staff in drafting school board policies, defending the District in DOAH hearings and bid protests.

Prepared and tried, as first chair, jury case in the United States District Court for the Southern District of Florida. The case was brought for the alleged violation of Title VII on the basis of race and retaliation discrimination. The jury returned a verdict in favor of The School Board in all but one of the issues

presented to it. Prepared and argued appeal before the Eleventh Circuit on the remaining issue.

Prepared and tried, as first chair, jury case in the United States District Court for the Southern District of Florida. The case was brought for the alleged violation of the ADA and FCRA for failure to accommodate. This case was dismissed on a Rule 50 motion before closing arguments.

Wrote and argued summary judgment motion that was granted - § 1983 case
" Plaintiffs sued on behalf of black children claiming discrimination and a dual school system.

MARKO & STEPHANY, Fort Lauderdale, Florida
Associate - Labor / Employment Law and Civil Rights Litigation
June 1994 - September 1996 (In October 1996, the law firm of Marko & Stephany became in-house counsel for the School Board)

Responsibilities encompassed handling of litigation and appeals in the fields of management labor and employment law and civil rights litigation in federal and state courts, litigating unfair labor practice charges.

Prepared summary judgment motion that was granted - ADA case
" Plaintiff was receiving social security benefits yet sued under the ADA, issue was appealed by the EEOC to the Eleventh Circuit.

Prepared motion to dismiss § 216(b) class that was granted - FLSA case
" Forty plaintiffs were dismissed to bring suits in their individual capacities, affirmed on appeal. This was an issue of first impression for the Eleventh Circuit. The Eleventh Circuit affirmed the district court decision.

Prepared motion to dismiss case with prejudice that was granted - § 1983 case
" Student claiming that his Fourteenth Amendment rights were violated when he was suspended.

Prepared and argued motion for partial summary judgment on state discrimination statute addressing the issue of individual liability under the state statute.

**PUBLISHED
CASES**

Babicz v. The School Board of Broward County, Florida, et al.,
135 F.3d 1420 (11th Cir. 1998).

The Eleventh Circuit held as a matter of first impression that parents were required to exhaust administrative remedies under the Individuals With Disabilities Act (IDEA).

Citizens Concerned About Our Children v. The School Board of Broward

County Florida, 966 F. Supp. 1166 (S.D. Fla. 1997); 193 F.3d 1285 (11th Cir. 1999).

Complex desegregation case involving 300 witnesses and 600 exhibits. The District Court granted summary judgment two weeks before trial holding that association of parents did not have standing to bring discrimination suit on behalf of children who were not members of the association. The Eleventh Circuit affirmed eight of the ten issues raised in the appeal.

Boy Scouts of America, South Florida Council v. Till, 136 F. Supp. 2d 1295 (S.D. Fla. 2001).

First Amendment case addressing the right of the Boy Scouts to use the School Board facilities during non school hours on the same terms as other organizations. District Court granted motion for preliminary injunction.

P.J v. Gordon, School Board, et al. 359 F. Supp. 2d 1347 (S.D. Fla. 2005).

Negligence case against the School Board for failure to properly supervise a Charter school. A twelve year old child molested by a summer counselor who was convicted for the acts alleged in the Complaint. District Court granted Motion to Dismiss for failure to state a claim upon which relief could be granted.

D.P., E.P. v. The School Board of Broward County, Florida, 360 F. Supp. 2d 1294 (S.D. Fla. 2005).

Case of first impression deciding the issue of whether the services implemented in a Family Services Plan (FSP) for three year old children must be continued on the district's Individualized Educational Plan (IEP). District Court granted Motion to Dismiss holding that the services of the FSP did not have to be duplicated by the School Board.

PROFESSIONAL AFFILIATIONS

American Bar Association, 1991- to present
Broward County Bar Association, 1994 - to present
Federal Bar Association, 1994 - to present, Member of the Board 2000
Broward County Hispanic Bar Association, 1994 - to present
Young Lawyers Section, 1994 - to present
Florida School Board Attorneys Association, 1996 - to present
Employment Law Section of the Broward Bar, 1997 Vice-Chair, 1998, 1999, 2000 Chair
Education Law Committee – 2001- 2005 Editor-in-Chief, 2004-2005 Vice-Chair

PROFESSIONAL SEMINARS

Speaker at School Board of Broward County Principals' Meeting
February 3, 2005 – Current Legal Issues

Speaker at School Board of Broward County Assistant Principals' Meeting

January 20, 2005 – Current Legal Issues emphasis on First Amendment Issues

Speaker at Seminole County School Board Administrators Meeting
January 19, 2005 – Student-Teacher Fraternization Legal Issues

Speaker at School Board of Broward County Human Resources Department
August 6, 2003 – Legal Issues affecting the Human Resources Department

Speaker at 56th Annual Joint Conference, FSBA, FADSS, FSBA, FEN
November 2001 – Update on Sexual Harassment

Speaker at Barry University School of Science, Miami, Florida
February 2001 – Employment Practices and Professors' Liability

Speaker at 55th Annual Joint Conference, FSBA, FADSS, FSBA, FEN
December 2000 – Employment Practices

Speaker at 53rd Annual Joint Conference, FSBA, FADSS, FSBA, FEN
December 1998 - Sexual Harassment - Recent Supreme Court cases

Speaker at 52nd Annual Joint Conference, FSBA, FADSS, FSBA, FEN
December 1997 - Sexual Harassment - How It Can Cost YOUR School Board

Speaker at the Employment Section for the Broward Bar
November 1997 - Public Sector Law - Public Records and Whistle-Blower Act

Speaker at School Security Conference for the Broward County School Board
August 1997 - Students' rights pursuant to the 1st, 4th and 14th Amendments,
and personal liability of security officers on school grounds

Faculty member for the 1999, 2000, 2002, 2003 NITA Florida Deposition
Program in Fort Lauderdale, Florida held at NSU School of Law

COMPUTER SKILLS

Proficient in Westlaw and Lexis

PERSONAL

Fluent and proficient in Spanish. Some knowledge of French and Italian.

PROFESSIONAL PUBLICATIONS

Know the Law About Sexual Harassment by Marilyn Batista-McNamara
The Florida School Administrator Volume 7, Number 1 Winter 2002.

ADEA Disparate Impact Theory: A Note on Smith v. City of Jackson,
Mississippi by Marilyn Batista-McNamara Education Law Journal Volume 3,
Issue 3, May 2005.

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated this ___ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (hereinafter referred to as "THE SCHOOL BOARD") and MARYLIN BATISTA-MCNAMARA (hereinafter referred to as "BATISTA" or "DEPUTY BOARD ATTORNEY").

WITNESSETH:

WHEREAS, pursuant to a written agreement between THE SCHOOL BOARD and JULIE ANN RICO ALLISON, hereafter referred to as "BOARD ATTORNEY", the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of THE SCHOOL BOARD; and pursuant to said agreement, each such additional attorney is to be employed by THE SCHOOL BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that BATISTA be employed as DEPUTY BOARD ATTORNEY, and the said BATISTA desires to accept such employment.

NOW THEREFORE, in consideration of the promises and mutual agreements herein provided, THE SCHOOL BOARD and BATISTA 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 BATISTA as DEPUTY BOARD ATTORNEY, and BATISTA hereby accepts and agrees to such employment, for a term commencing on or about December 19, 2005 but no later than January 16, 2006, and ending November 30, 2008.

3. **DUTIES.**

A. **Duties and Assignments:** The duties and assignments of BATISTA as DEPUTY BOARD ATTORNEY shall include the responsibilities as set forth in the job description for DEPUTY BOARD ATTORNEY attached and as may be amended. In the conduct of her duties, the DEPUTY BOARD ATTORNEY shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

B. **No Conflicting Legal Practice:** The DEPUTY BOARD ATTORNEY 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, with the exception of completing the representation of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA in specific instances, with the permission of the BOARD ATTORNEY.

4. **COMPENSATION.** For all services rendered by the DEPUTY BOARD ATTORNEY pursuant to this Agreement, THE SCHOOL BOARD shall pay to and provide for the DEPUTY BOARD ATTORNEY the salary and other benefits described in this Agreement.

A. **Salary.** The DEPUTY BOARD ATTORNEY shall receive an annual salary of One Hundred and Eighty Thousand Dollars (\$180,000) per annum, 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. The salary of the DEPUTY BOARD ATTORNEY shall be reviewed annually to assess performance raises. In no case will the salary be reduced while BATISTA is acting as the DEPUTY BOARD ATTORNEY.

B. **Retirement.** In addition to the salary provided in Paragraph A above, the DEPUTY BOARD ATTORNEY 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.

C. **Insurance.** For each year of this Agreement, THE SCHOOL BOARD shall provide health, dental, vision, life insurance and other flexible insurance benefits which the DEPUTY BOARD ATTORNEY elects for herself from THE SCHOOL BOARD's standard benefit program available to administrative employees, including the Preferred Provider Option (PPO), all without cost to the DEPUTY BOARD ATTORNEY. The DEPUTY BOARD ATTORNEY's family will be eligible for these benefits in the same manner as are the families of other managerial employees of THE SCHOOL BOARD.

D. **Expenses.** THE SCHOOL BOARD shall pay or reimburse the DEPUTY BOARD ATTORNEY 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 DEPUTY BOARD ATTORNEY to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the BOARD ATTORNEY deems relevant to the performance of the DEPUTY BOARD ATTORNEY's duties hereunder without further SCHOOL BOARD approval, and shall pay all membership fees and dues (including Bar dues and Board Certification dues) of the DEPUTY BOARD ATTORNEY in such professional organizations and associations as the BOARD ATTORNEY deems appropriate and in the furtherance of the performance of the DEPUTY BOARD ATTORNEY's duties hereunder. The DEPUTY BOARD ATTORNEY 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.

E. Other Benefits. The DEPUTY BOARD ATTORNEY 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.

F. Vacation, Sick Leave and Terminal Pay.

1. Vacation, Sick Leave and Holidays. During the term of employment under this Agreement, the DEPUTY BOARD ATTORNEY 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 DEPUTY BOARD ATTORNEY shall be entitled to sick leave as authorized by School Board policies for administrative employees on 12-month calendars. BATISTA shall be entitled to transfer all of her earned and accrued sick leave days from The School Board of Broward County to THE SCHOOL BOARD. The DEPUTY BOARD ATTORNEY shall be entitled to the same holidays as the 12-month administrative employees of THE SCHOOL BOARD. For the purposes of calculating these accruals, BATISTA's nine years of experience with The School Board of Broward County, Florida shall be considered creditable years of employment for purposes of Board Rule 6Gx13-4E.

Until DEPUTY BOARD ATTORNEY becomes eligible for Family Medical Leave Act (FMLA), she shall be entitled to take up to 12 weeks unpaid leave for maternity. BATISTA shall have the option of substituting her then accrued vacation or personal/sick time for the unpaid leave. During this period, the SCHOOL BOARD shall continue to contribute to maintain BATISTA's health, vision, dental and life insurance benefits. Upon BATISTA's return from leave, she shall be restored to her position as the DEPUTY BOARD ATTORNEY.

2. **Terminal Pay.** Upon termination of this Agreement, the DEPUTY BOARD ATTORNEY shall receive: (a) payment in a lump sum of accrued, but unused, vacation time at the rates up to and up to the limits set forth in Board Rule 6Gx13-4E-1.18, as amended, applicable to administrative employees hired on or after July 1, 2001; and (b) payment in a lump sum of accrued, but unused, sick leave. These lump sum payments shall be in addition to any other amounts payable to the DEPUTY BOARD ATTORNEY 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 DEPUTY BOARD ATTORNEY'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 DEPUTY BOARD ATTORNEY, 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, 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 4F of this Agreement. The DEPUTY BOARD ATTORNEY 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 DEPUTY BOARD ATTORNEY upon

one hundred and eighty (180) days written notice to the DEPUTY BOARD ATTORNEY. In such case, the DEPUTY BOARD ATTORNEY shall be entitled to termination benefits set forth in Section 4F of this Agreement. In lieu of this termination, DEPUTY GENERAL COUNSEL can opt to step down to the position of Senior Attorney for the duration of the term of this contract. After the first year as a Senior Attorney, BATISTA's salary shall be adjusted to no less than the highest paid Senior Attorney employed in the office at the time.

C. **Termination by Resignation.** This Agreement may also be terminated by BATISTA 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 4F of this Agreement.

D. **Payment in the Event of Death.** In the event of the death of the DEPUTY BOARD ATTORNEY at any time during the term of this Agreement, THE SCHOOL BOARD shall pay to her surviving spouse, if any, or if the DEPUTY BOARD ATTORNEY does not have a surviving spouse, to the DEPUTY BOARD ATTORNEY's estate, an amount equal to the portion of the DEPUTY BOARD ATTORNEY'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 F together with such payments or benefits as may otherwise be applicable.

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

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:

To The School Board: School Board Attorney
The School Board of Miami-Dade County, Florida
1450 Northeast 2nd Avenue
Miami, Florida 33132

To Batista: Marilyn Batista
20001 N.E. 23 Avenue
Miami, Florida 33180

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

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 Miami-Dade 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 Miami, Miami-Dade County, Florida, this ____ day of November, 2005.

For The School Board

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Dr. Rudolph F. Crew, Superintendent
of Schools

By: _____
Frank J. Bolaños, Chairperson

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

For DEPUTY BOARD ATTORNEY

Witnesses:

By: _____
MARYLIN BATISTA-MCNAMARA

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of November, 2005,
by Marylin Batista-McNamara. She took an oath and is personally known to me or has produced
_____ as identification.

My Commission Expires:

(SEAL)

Signature - Notary Public

Notary's Printed Name

Notary's Commission Number

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | Senior Associate Attorney – Academic Programs & Compliance |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
-

OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and the Safe School Program.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and the Safe School Program.
2. Drafts and/or reviews board policies, contracts, and documents relating to areas of responsibility.
3. Directs legal research and preparation of legal opinions.
4. Works closely with and provides legal support to Principals, school centers, the area offices and departments within the academic areas to effectively implement all pertinent policies.
5. Represents the School Board in litigation filed by or against the School Board, including but not limited to administrative proceedings, bid protests, court proceedings, civil matters, and constitutional issues involving assigned areas.

6. Provides legal opinions and support for all public meetings, notices, agendas and parliamentary procedures and attends all Board meetings and workshops on applicable legal issues.
7. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
8. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
9. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
10. Provides legal representation in litigation matters, disputes and claims filed by and against the District relative to academic and student related issues.
11. Reviews, drafts and negotiates contracts and agreements for academic programs or other related matters.
12. Reviews, supervises and approves the work of Associate Attorney for Academic Programs & Compliance and outside counsel in the provision of legal services to the school District.
13. Follows adopted policies and procedures in accordance with School Board priorities.
14. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
15. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida (preferred).
4. Minimum of five (5) years successful experience working with education, academic programs or similar related experience.
5. Minimum of seven (7) to ten (1) years litigation experience in either trial court or administrative proceedings.
6. Demonstrated ability to successfully manage and supervise employees.

PLEASE SIGN AND PRINT

REVIEWED BY: Julie Ann Rice Allison DATE: 11/8/08
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

LAURA E. PINCUS, ESQ.

3578 Turtle Island Court
West Palm Beach, FL 33411
(561) 712-9053

Admitted to Florida Bar
Admitted to U.S. District Court for the Middle District of Florida
Admitted to U.S. District Court for the Southern District of Florida

EXPERIENCE:

- 2/00 – Present *The School Board of Palm Beach County*
West Palm Beach, FL
Senior Counsel
- 9/97 – 2/00 *L.R.P. Publications*
Palm Beach Gardens, FL
Legal Editor, Education Law Newsletters
Editor, Hospitality Law, Civil RICO Report, Federal Tort Claims Act News
- 2/97 - 9/97 *Schoeppel & Burke*
Boca Raton, FL
Associate, Securities and Complex Litigation
- 12/95 - 5/96 *Mager & Associates*
Fort Lauderdale, FL
Law Clerk, Appellate and Complex Litigation
- /94 - 1/95 *Barbara C. Briggs*
Lauderdale by the Sea, FL
Fellowship, Special Education Law

EDUCATION:

Nova Southeastern University Shepard Broad Law Center
Fort Lauderdale, FL
JURIS DOCTOR, Cum Laude, May 1996
Top 15%

Honors and Activities:

- ◆ Nova Law Review, Lead Articles Editor
- ◆ Moot Court Society, Administrative Editor
- ◆ Dean's List, Fall 1995 and Winter 1996
- ◆ Best Brief Award, Freshman Moot Court Competition
- ◆ Guardian Ad Litem Program, Family Law Section

Highest Grade Awards:

- ◆ Family Law Litigation Workshop
- ◆ Law and Education Seminar
- ◆ AIDS Seminar
- ◆ Legal Research and Writing I

The American University

Washington, DC

MASTER OF ARTS, Elementary Education

BACHELOR OF ARTS, Communications/Print Journalism

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and LAURA PINCUS, hereinafter referred to as "PINCUS";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that PINCUS be employed as SENIOR ASSOCIATE ATTORNEY-ACADEMIC PROGRAMS & COMPLIANCE, and the said PINCUS desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ PINCUS as SENIOR ASSOCIATE ATTORNEY - ACADEMIC PROGRAMS & COMPLIANCE at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and PINCUS may agree.

1A. The parties acknowledge and agree that PINCUS's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to PINCUS.

2. In addition to the compensation herein above provided, PINCUS shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of PINCUS as SENIOR ASSOCIATE ATTORNEY - ACADEMIC PROGRAMS & COMPLIANCE shall include the responsibilities as set forth in the Job Description for SENIOR ASSOCIATE ATTORNEY - ACADEMIC PROGRAMS & COMPLIANCE, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. PINCUS agrees to devote his full time and efforts to the performance of her duties and responsibilities as SENIOR ASSOCIATE ATTORNEY - ACADEMIC PROGRAMS & COMPLIANCE and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such SENIOR ASSOCIATE ATTORNEY - ACADEMIC PROGRAMS & COMPLIANCE.

5. This contract may be terminated at the option of the BOARD ATTORNEY or PINCUS on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or to

PINCUS, as the case may be, it being understood that except as so provided, the said PINCUS's right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Laura Pincus

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS**DRAFT****JOB DESCRIPTION****IDENTIFICATION INFORMATION**

1. JOB TITLE: Associate Attorney – Academic Programs
& Compliance
 2. DEPARTMENT: Board Attorney's Office
 3. IMMEDIATE SUPERVISOR: School Board Attorney
 4. PAY GRADE: (Contract)
 5. JOB CODE: TBA
 6. BARGAINING UNIT: 6
 7. DATE OF LAST REVISION: November 4, 2005
 8. POSITION AUTHORIZED: Board Item G-2, November 16, 2005
-

OCCUPATIONAL SUMMARY

Works at the direction of the Senior Attorney for Academic Programs. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and the Safe School Program.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, and disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and the Safe School Program.
2. Assists the School Board Attorney on all legal matters as assigned.
3. Performs legal research and prepares legal opinions.
4. Assists in drafting, reviewing, or updating to Board policies.
5. Recommends changes in policies and procedures to ensure compliance with all applicable federal and state laws and regulations.
6. Provides legal advice and support to Principals, school centers, the area offices and departments within the academic areas to effectively implement all pertinent policies.

7. Provides legal representation in litigation matters, disputes and claims filed by and against the District relative to academic and student related issues.
8. Reviews, drafts and negotiates contracts and agreements for academic programs or other related matters.
9. Follows adopted policies and procedures in accordance with School Board priorities.
10. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
11. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida (preferred).
4. Minimum of two (2) to five (5) years of successful experience working with academic programs.
5. Demonstrated ability to communicate the law to others successfully manage and supervise employees.
6. Demonstrated ability to work with diverse groups, and effectively communicate, both orally and in writing.

PLEASE SIGN AND PRINT

REVIEWED BY: Julie Ann Rico Allison DATE: 11/8/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney – Administrative/ Regulatory Compliance & Governance |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of policies, regulatory compliance, legislation, administrative procedures, public records, public meetings, ethics, and Board opinions. Interacts with other legal staff as well as District Administration, to provide legal opinions, and develop administrative policies, procedures and compliance programs. Drafts and/or reviews Board policies, contracts, and documents relating to areas of responsibility.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of policies, regulatory compliance, legislation, administrative procedures, public records, public meetings, ethics, and Board opinions.
2. Interacts with other legal staff as well as District Administration, to provide legal opinions, and develop administrative policies, procedures and compliance programs.
3. Drafts and/or reviews Board policies, contracts, and documents relating to areas of responsibility.
4. Directs and performs legal research and preparation of legal opinions.
5. Works closely with appropriate District personnel to effectively implement all pertinent policies, procedures and regulator compliance.

6. Provides assistance and/or attendance as Board Attorney at public meetings.
7. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
8. Provides legal opinions and support for all public meetings, notices, agendas and parliamentary procedures and attends all Board meetings and workshops on applicable legal issues.
9. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
10. Develops and provides in-service training on legal matters that pertain to areas of assignment and to federal laws which impact these areas.
11. Provides legal advice to school District officials with regard to legal issues arising out of the implementation of federal and state laws.
12. Reviews, supervises, and approves the work of Associate Counsel for Administrative/Regulatory Compliance & Governance and outside counsel in the provision of legal services to the school District.
13. Follows adopted policies and procedures in accordance with School Board priorities.
14. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
15. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

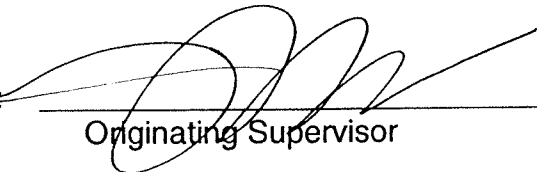
PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Minimum of five (5) years successful related legal experience.
4. Minimum of seven (7) to ten (10) years experience as a governmental staff attorney, in-house corporate counsel, or in administrative law, governmental law, or related practice areas.
5. Demonstrated ability to successfully manage and supervise employees.
6. Demonstrated ability to perform legal research, drafting and opinions in a variety of subject matters.

PLEASE SIGN AND PRINT

REVIEWED BY:  _____
Originating Supervisor

DATE: 11/08/05

APPROVED BY: _____
Department Head

DATE: _____

APPROVED BY: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

DATE: _____

REVIEWED BY: _____
Civil Rights Compliance

DATE: _____

REVIEWED BY: _____
Diversity Compliance

DATE: _____

APPROVED BY: _____
Human Resources

DATE: _____

REVIEWED BY: _____
Chuck Burdeen
DCSAA Representative

DATE: _____

LUIS MICHAEL GARCIA
1450 NORTHEAST SECOND AVENUE, SUITE 400
MIAMI, FLORIDA 33132
(305) 995-1304

EXPERIENCE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Senior Assistant School Board Attorney (July 1997 to Present)

Responsible for litigation and related appeals in state and federal courts with specific emphasis on labor and employment litigation (Title VII, ADA, ADEA, § 1983, hostile work environment and retaliation claims), administrative and local government law, commercial litigation, construction and environmental claims. Extensive federal jury trial experience in employment discrimination cases. Engaged in conciliation and mediation of cases with probable cause determinations before the United States Equal Employment Opportunity Commission. Represented school district in employee disciplinary cases before the Division of Administrative Hearings. Serve as counsel to the Ethics Advisory Committee, the Citizen's Oversight Committee to the Interlocal Agreement for Public School Facility Planning, and to the Professional Service Contract Committee, and as the School Board Attorney's designee to various School Board Committees. Primary Attorney representing School Board in bid protest hearings filed under Chapter 120.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Assistant School Board Attorney (February 1993 to June 1997)

Lead trial attorney for School Board in emergency injunction hearings in state court. Advised school district administrators on personnel matters, school board police investigations, the Code of Ethics for Public Employees, Florida's Government-in-the-Sunshine Law, parliamentary procedure, due process and constitutional issues. Drafted School Board Rules dealing with Equal Access, Drug-Testing, Student Enrollment, Whistle-Blower Complaints and revisions to the Student Code of Conduct. Represented school district in breach of contract and defamation cases in state court. Handled environmental claims filed by the U.S. Environmental Protection Agency and the Miami-Dade Department of Environmental Resources Management and participated in hearings before the Environmental Quality Control Board. Mediated disputes over public records requests before the Florida Attorney General's Office.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Law Clerk and Legal Intern (June 1991 to February 1993)

Duties included drafting motions and memoranda, performing legal research, preparing digests and summarizing documents for complex litigation.

UNIVERSITY OF MIAMI, SCHOOL OF LAW, CORAL GABLES, FLORIDA

Research Assistant for Professor Stephen Schnably (Spring 1991)

Researched and wrote memoranda for article on *Griswold v. Connecticut* and other issues regarding individual privacy concerns.

EDUCATION

UNIVERSITY OF MIAMI SCHOOL OF LAW, CORAL GABLES, FLORIDA

Juris Doctorate (May 1992)

Clinical Program: Litigation Skills/Clinical Placement: certified legal intern (Spring 1992), School Board Attorney's Office, Miami-Dade County, Florida

Honors: ABA National Appellate Advocacy Competition: Quarter-Finalist (1992 Regional Competition)

Advance Moot Court: Best Oralist; Semi-Finalist (Spring 1991)

Optional Moot Court: Semi-Finalist (Spring 1990)

UNIVERSITY OF MIAMI, BUSINESS SCHOOL, CORAL GABLES, FLORIDA

Bachelor in Business Administration (May 1988)

Major: Political Science

Honors: Four-year Debate Scholarship
Political Science Honor Society
Dean's List

AFFILIATIONS

The Florida Bar (Admitted January 1993)
Trial Bar, U.S. District Court, Southern District of Florida
Eleventh Circuit Court of Appeals
Florida School Board Attorney's Association

PERSONAL

Skills: Fluent in Spanish; proficient in online legal research
Interests: Modern literature; Latin and classical music

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and LUIS M. GARCIA, hereinafter referred to as "GARCIA";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that GARCIA be employed as SENIOR ASSOCIATE ATTORNEY-ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE, and the said GARCIA desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ GARCIA as SENIOR ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and GARCIA may agree.

1A. The parties acknowledge and agree that GARCIA's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to GARCIA.

2. In addition to the compensation herein above provided, GARCIA shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of GARCIA as SENIOR ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE shall include the responsibilities as set forth in the Job Description for SENIOR ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of his duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. GARCIA agrees to devote his full time and efforts to the performance of his duties and responsibilities as SENIOR ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with his duties and responsibilities as such SENIOR ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE.

5. This contract may be terminated at the option of the BOARD ATTORNEY or GARCIA on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or to GARCIA, as the case may be, it being understood that except as so provided, the said GARCIA's right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Luis M. Garcia

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
JOB DESCRIPTION**

DRAFT

IDENTIFICATION INFORMATION

- 1. **JOB TITLE:** Associate Attorney – Administrative/
Regulatory Compliance & Governance
 - 2. **DEPARTMENT:** Board Attorney's Office
 - 3. **IMMEDIATE SUPERVISOR:** School Board Attorney
 - 4. **PAY GRADE:** (Contract)
 - 5. **JOB CODE:** TBA
 - 6. **BARGAINING UNIT:** 6
 - 7. **DATE OF LAST REVISION:** November 4, 2005
 - 8. **POSITION AUTHORIZED:** Board Item G-2, November 16, 2005
-

OCCUPATIONAL SUMMARY

Works at the direction of the Senior Attorney for Administrative/Regulatory Compliance & Governance. Provides legal representation on all legal matters relating to School Board legal compliance, regulatory matters and administrative governance. Includes development, drafting, and interpretation of School Board rules.

EXAMPLE OF DUTIES

- 1. Performs legal research and writes legal opinions.
- 2. Drafts policies, procedures, and compliance guidelines.
- 3. Assists the School Board Attorney and Senior Associate Attorney on all legal matters as assigned.
- 4. Provides legal opinions and support for all public meetings, notices, agendas and parliamentary procedures and attends all Board meetings and workshops on applicable legal issues.
- 5. Performs legal research and prepares legal opinions.
- 6. Drafts, reviews, or updates Board policies.
- 7. Provides legal advice to school District officials.

Job Code TBA

8. Assists the School Board Attorney in providing in-service training to attorneys, staff, and the Board.
9. Follows adopted policies and procedures in accordance with School Board priorities.
10. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
11. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

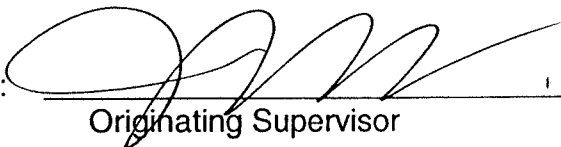
PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Minimum of two (2) to five (5) years of successful experience as a governmental staff attorney, in-house corporate counsel, or in administrative or governmental law.
4. Demonstrated ability to successfully manage and supervise employees.
5. Demonstrated ability to work with diverse groups.
6. Demonstrated excellence in legal research and writing.

PLEASE SIGN AND PRINT

REVIEWED BY:  _____
Originating Supervisor

DATE: 11/08/05

APPROVED BY: _____
Department Head

DATE: _____

APPROVED BY: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

DATE: _____

REVIEWED BY: _____
Civil Rights Compliance

DATE: _____

REVIEWED BY: _____
Diversity Compliance

DATE: _____

APPROVED BY: _____
Human Resources

DATE: _____

REVIEWED BY: _____
Chuck Burdeen
DCSAA Representative

DATE: _____

Melinda L. McNichols
1471 Hammond Drive
Miami Springs, Florida 33166
305-888-2548 (H)
305-995-1927 (O)

EDUCATION

DUKE UNIVERSITY SCHOOL OF LAW
Durham, North Carolina
J.D., 1985

Honors and Activities

Merit Scholarship Recipient
Research Assistant, Family Law
Moot Court Semi-Finalist
Student Representative, Curriculum Committee
Teaching Assistant, Commercial Practice Clinic
Mediator, Durham Dispute Settlement Center
Chair, Speakers Committee, Women in Law Society
Instructor, Stanley Kaplan LSAT Preparation

SOUTHERN ILLINOIS UNIVERSITY
Edwardsville, Illinois
M.S. Education, Highest Honors, 1977

ST. NORBERT COLLEGE
DePere, Wisconsin
B.S. Biology, *Magna Cum Laude*, 1976

EMPLOYMENT

September, 2002 –
Present

MIAMI-DADE COUNTY SCHOOL BOARD
Assistant Board Attorney

Litigate Title VII employment discrimination cases in federal court, breach of contract and discrimination claims in state court, multiple administrative due process proceedings in employee dismissal and disciplinary actions, exceptional student education mediations and due process hearings under IDEA; review of impact of state legislation on school district; preparation of legal opinions on a wide variety of issues including interpretations of School Board Rules, federal precedents and proposed regulations, state public records laws; routinely responded to legal questions of school site administrators regarding a wide variety of issues including custody issues, FERPA, public records, student suspension and expulsion procedures and religious freedom issues.

October, 1994 –
August, 2002

**MIAMI-DADE COUNTY COMMISSIONER KATY
SORENSEN
Chief of Staff**

Responsible for analyzing and drafting legislation, as well as strategizing political action for representative of largely unincorporated Miami-Dade County; included daily interaction with County leadership and staff, direct knowledge of a wide range of county functions such as transportation, planning and zoning, economic development, water and sewer, human services, solid waste, DERM, consumer services, agriculture, and many others. Excellent working knowledge of parliamentary procedure and rules. Responsible for providing direction and advice on all policy matters, as well as procedure and communications with constituents, the public at large and the media. Chief administrator for two offices with seven employees.

October 1993-
October 1994

**LEGAL SERVICES OF GREATER MIAMI, INC.
Child Welfare Attorney**

Guardian ad Litem attorney for dependent and delinquent children, mostly Haitian immigrants with no family in the United States. Also worked with the Dade County School Board representing children and parents in administrative hearings related to appropriate special education placement.

March 1991-
October 1993

**CHILD WELFARE LEGAL SERVICES, FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE
SERVICES(HRS)
Senior Attorney**

Ten attorney office representing HRS in areas of dependency, foster care, and termination of parental rights for abandoned, abused and neglected children. Primary emphasis in prosecuting dependency and protective services issues. Ninety percent courtroom presentation and trials for approximately 425 cases.

January 1989 –
December 1990

BAILEY & HUNT, P.A.
Associate Attorney

Eighteen attorney civil and commercial litigation practice. Specific experience included state appeals, federal court writing practice, class actions, and large trials representing plaintiffs and defendants in securities, trademark and copyright, and banking law.

June 1985-
December 1988

**STEARNS WEAVER MILLER WEISLER
ALHADEFF & SITTERSON, P.A.**
Associate Attorney

Seventy attorney general civil and commercial litigation. Areas of practice included representing defendants in state appeals, federal court, motion calendar, in areas of contract, banking, securities, administrative, employment law, and large trials involving professional malpractice.

**RELATED
EMPLOYMENT**

1988 – present

Certified Court Appointed Mediator (Personal Injury, Family, and Commercial)

June 1988 –
December 1988

Special Project for Metro-Dade County 11th Judicial Circuit Court (Judge Wetherington, Chief Judge): Review And Evaluation of Effectiveness of Court's Alternative Dispute Resolution Systems.

September 1988 –
May 1989

Adjunct Professor, Constitutional Law, Barry University

**OTHER
EMPLOYMENT**

1977-1982

TULANE UNIVERSITY
New Orleans, Louisiana
Director of Student Activities

Advised and assisted 45 student volunteer organizations in production of all social, educational, recreational and cultural and cultural programming; advised and assisted campus media, particularly weekly campus newspaper and radio station;

developed and facilitated leadership training workshops for student volunteers and student personnel; advisor to student government; chairperson of social programs for first-year student orientation; produced first-year orientation handbook; developed, authored and produced student handbook and student directory.

**PROFESSIONAL
AFFILIATIONS**

American Bar Association
Florida Bar Association
Dade County Bar Association
American Trial Lawyers Association
Florida Bar – Education Law Committee
Florida Association of Women Lawyers, Miami-Dade

**PRO-BONO/
VOLUNTEER**

Guardian ad Litem, 11th Judicial Circuit
AIDS Project, Dade County Bar Association
Legal Counsel, Florida National Organization for Women
Springview Elementary School, Miami Springs, Florida
PTA Advocate: 1999-2000
President: 2000-2002
President: Present
Miami Springs Educational Advisory Board Chair
2001 – present

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and MELINDA L. McNICHOLS, hereinafter referred to as "McNICHOLS";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that McNICHOLS be employed as ASSOCIATE ATTORNEY-ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE, and the said McNICHOLS desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ McNICHOLS as ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE at an annual salary of ONE HUNDRED FOURTEEN THOUSAND and 00/100 (\$114,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and McNICHOLS may agree.

1A. The parties acknowledge and agree that McNICHOLS' employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may

be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to McNICHOLS.

2. In addition to the compensation herein above provided, McNICHOLS shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of McNICHOLS as ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE shall include the responsibilities as set forth in the Job Description for ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. McNICHOLS agrees to devote her full time and efforts to the performance of her duties and responsibilities as ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such ASSOCIATE ATTORNEY - ADMINISTRATIVE/REGULATORY COMPLIANCE & GOVERNANCE.

5. This contract may be terminated at the option of the BOARD ATTORNEY or McNICHOLS on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY,

or to McNICHOLS, as the case may be, it being understood that except as so provided, the said McNICHOLS' right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Melinda L. McNichols

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney – Litigation / Risk Management |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigation matters. Works closely with Risk Management, and all other Departments to provide all pertinent necessary legal support, and training for risk avoidance.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigation matters.
2. Assists in drafting and/or reviews board policies, contracts, and documents relating to areas of responsibility.
3. Directs and performs as necessary legal research and preparation of legal opinions.
4. Works closely with Risk Management, and all other Departments to provide all pertinent necessary legal support, and training for risk avoidance.
5. Represents the School Board in litigation filed by or against the School Board, including but not limited to administrative proceedings, court proceedings, civil matters, and other civil suits.

6. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
7. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
8. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
9. Provides legal advice to school District officials with regard to legal issues.
10. Reviews, supervises, and approves the work of Associate Attorney for Litigation in the provision of legal services to the school District.
11. Represents District in litigation matters as assigned by Board Attorney.
12. Follows adopted policies and procedures in accordance with School Board priorities.
13. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
14. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

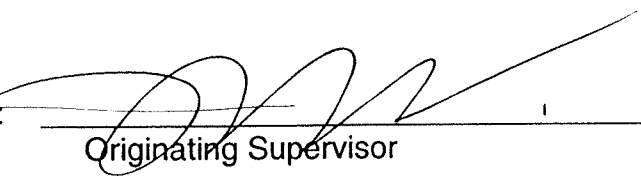
PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida preferred.
4. Minimum of ten (10) years litigation experience in either trial court and/or administrative proceedings or arbitration in the area of construction, complex civil litigation, and/or Risk Management.
5. Demonstrated ability to successfully manage and supervise employees, manage cases and litigation teams.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|-----------------------------------|
| 1. | JOB TITLE: | Associate Attorney - Litigation |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Works at the direction of the Senior Attorney for Litigation. Provides legal support to the Board and Departments in presentation and avoidance of legal claims and suits. Represents Board and District in civil litigation matters arising from claims, including tort claims, contract matters, construction defects, and eminent domain.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in its litigation matters.
2. Provides legal support to Board and Departments in presentation and avoidance of legal claims and suits.
3. Assists the Board Attorney on all legal matters as assigned.
4. Performs legal research and prepares legal opinions.
5. Drafts, reviews, or recommends updates to Board policies, as necessary.
6. Recommends changes in policies and procedures to ensure compliance with all applicable federal and state laws and regulations.
7. Provides legal advice to school District officials.

8. Follows adopted policies and procedures in accordance with School Board priorities.
9. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
10. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.


PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Minimum of two (2) to five (5) years of successful litigation experience.
4. Demonstrated ability to communicate the law to others.
5. Demonstrated ability to work with diverse groups, and effectively communicate, both orally and in writing.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/8/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

MIAMI-DADE COUNTY PUBLIC SCHOOLS**DRAFT****JOB DESCRIPTION****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney – Real Estate & Planning |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of transaction matters: drafting and negotiations for real estate acquisitions, sales, and leases, land use planning, concurrency, interlocal agreements, boundaries, administrative agency interfacing, including permits and applications and environmental issues.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of transactional matters: drafting and negotiations for real estate acquisitions, sales, and leases, land use planning, concurrency, inter-local agreements, boundaries, administrative agency interfacing, including permits and applications and environmental issues.
2. Provides legal support to Departments of Real Estate, Planning and Program Management.
3. Drafts and/or reviews board policies, contracts, and documents relating to areas of responsibility.
4. Directs legal research and preparation of legal opinions.
5. Works closely with assigned departments to effectively implement all pertinent personnel policies.

6. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
7. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas of responsibility.
8. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
9. Reviews, supervises, and approves the work of Associate Attorney for Real Estate & Planning and outside counsel in the provision of legal services to the school District.
10. Follows adopted policies and procedures in accordance with School Board priorities.
11. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
12. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Minimum of five (5) years successful related legal experience.
4. Minimum of seven (7) to ten (10) years commercial real estate, transactional, finance, banking, or other related experience.
5. Demonstrated ability to successfully manage and supervise employees.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/8/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney – Business Operations/Construction |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of construction, claims and contract management, purchasing contracts, public bid process/protests, transportation, food services and risk management. Works closely with Purchasing, Construction, Transportation, Finance and Risk Management Departments to provide all pertinent necessary legal support.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of construction, claims and contract management, purchasing contracts, public bid process/protests, transportation, food services and risk management.
2. Assists in drafting and/or reviews board policies, contracts, and documents relating to areas of responsibility.
3. Directs and performs as necessary legal research and preparation of legal opinions.
4. Works closely with Purchasing, Construction, Transportation, Finance and Risk Management Departments to provide all pertinent necessary legal support.
5. Represents the School Board in litigation filed by or against the School Board, including but not limited to administrative proceedings, bid protests, court proceedings, civil matters, and enforcement of contracts.

6. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
7. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
8. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
9. Provides legal advice to school District officials with regard to legal issues.
10. Reviews, supervises, and approves the work of Associate Attorney for Business Operations/Contract Specialist and outside counsel in the provision of legal services to the school District.
11. May represent District in litigation matters as assigned.
12. Follows adopted policies and procedures in accordance with School Board priorities.
13. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
14. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

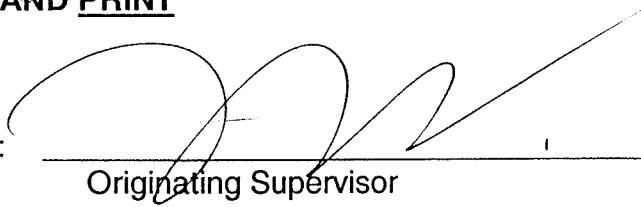
This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida (preferred).
4. Minimum of seven (7) to ten (10) years litigation experience in either trial court or administrative proceedings or arbitration in the area of construction, complex civil litigation, and/or Risk Management; and/or seven (7) to ten (10) years of successful drafting and negotiating complex contracts including experience in construction/architectural or engineering agreements, other governmental procurement, finance, or other complex drafting and negotiating.
5. Demonstrated ability to successfully manage and supervise employees.

PLEASE SIGN AND PRINT

REVIEWED BY:



Originating Supervisor

DATE:

11/8/05

APPROVED BY:

Department Head

DATE:

APPROVED BY:

Chief Officer/Assistant/Associate/
Deputy Superintendent

DATE:

REVIEWED BY:

Civil Rights Compliance

DATE:

REVIEWED BY:

Diversity Compliance

DATE:

APPROVED BY:

Human Resources

DATE:

REVIEWED BY:

Chuck Burdeen
DCSAA Representative

DATE:

**RÉSUMÉ
OF
STEPHEN L. SHOCHET
4252 N. MAGNOLIA CIRCLE
DELRAY BEACH, FLORIDA 33445**

TELEPHONE (561) 499-4767
CELLULAR - (561) 866-4374

EMPLOYMENT HISTORY

DECEMBER 2, 2002 TO PRESENT

School Board of Palm Beach County
3318 Forest Hill Boulevard C-302
West Palm Beach, Florida 33406

ASSOCIATE COUNSEL FOR BUSINESS OPERATIONS AND CONSTRUCTION

Provide legal representation for all aspects of the construction and purchasing programs of the School District. For Program Management (construction) this includes litigation of construction disputes from inception through verdict, and preparation and review of applicable policy, and contract language. Represent the Purchasing Department in all bid protest, rule making disputes and any other administrative proceedings before the Florida Division of Administrative Hearings. Represent the School District in miscellaneous matters including negotiation of conversion charter schools, alternative education providers and trademark and copyright infringement issues. Lead counsel for all issues related to the interpretation, implementation and enforcement of the Jessica Lunsford Act. Scheduled to speak on this Act before the Florida School Board Association meeting in Tampa, Florida on December 2, 2005.

SEPTEMBER 1, 1990 TO NOVEMBER 30, 2002

Law Offices of Stephen L. Shochet
2500 N. Military Trail, Suite 205, Boca Raton, Florida 33434

General practice with an emphasis on construction matters. Represent general and subcontractors, architects, engineers and owners in the preparation, negotiation and litigation of construction contracts and disputes in State and Federal Courts and before arbitration panels. Commercial and business tort litigation, collection and consumer protection. Served as member of American Arbitration Association Panel of Commercial Arbitrators and Panel of Construction Arbitrators in several matters.

AUGUST 1, 1987 TO AUGUST 31, 1990

Boose, Casey, Ciklin, Lubitz, Martens, McBane & O'Connell, P.A.
515 N. Flagler Drive - 19th Floor, West Palm Beach, Florida 33410 - (561) 832-5900

General commercial litigation, with emphasis on construction disputes and business torts, before State and Federal Courts and arbitration panels. Represented Palm Beach County, Florida and the Palm Beach County School Board in construction matters. General office and transactional practice including contract drafting, wills and real estate transactions.

EMPLOYMENT HISTORY (Continued)

FEBRUARY 1, 1980 TO JULY 31, 1987

DeRenzo, Shochet & Munro (Previously DeRenzo & Mehok)
4000 N. Federal Highway, Boca Raton, Florida 33432

Joined the firm as an associate and became full partner within 2 years. A substantial portion of the practice of the firm involved state and federal contract and construction litigation before the agencies' Contract Appeals Boards. Litigation of cases in State and Federal Courts, before Arbitration panels and Governmental Administrative Boards.

APRIL 19, 1971 TO JANUARY 31, 1980

United States Veterans Administration (Now United States Department of Veterans Affairs)
810 Vermont Avenue NW, Washington, D.C. 20420

Initially, employed to establish and administer the labor relations program for the agency. Included litigation of unfair labor practice allegations by employees and unions, negotiating contracts, handling grievances and representing the agency in regard to union organizational proceedings. Subsequently assigned to litigating governmental contracts, procurement and construction disputes.

AUGUST 14, 1967 TO APRIL 16, 1973

National Labor Relations Board
Detroit, Michigan and Washington, D.C.

As a field attorney in the Detroit, Michigan office, investigated and litigated unfair labor practice allegations before the National Labor Relations Board. Presided as Hearing Officer for representational disputes between management and unions.

As an attorney in the Washington, D.C. Headquarters, researched and analyzed complex and novel policy and legal issues and prepared recommendations to the field offices.

EDUCATION

SEPTEMBER 1963 TO JUNE 1967

University of Maryland School of Law
500 West Baltimore Street, Baltimore, Maryland 21201
L.L.B. - 1967

Honors and Awards

Editor - Maryland Law Review - 1964-1967
Full Scholarship - 1964-1967

SEPTEMBER 1958 TO AUGUST 1963

University of Maryland
College Park, Maryland
B.A. - Political Science - August 1963

STATE BAR AND COURT ADMISSIONS AND CERTIFICATIONS

State Bar of Florida - September 19, 1980, Florida Bar No. 302090

United States District Court for the Southern District of Florida
Admitted to Court - October 22, 1990, Trial Bar - December 13, 1985

United States District Court for the Middle District of Florida - February 26, 1982

United States Court of Appeals, 11th Circuit - October 23, 1986

United States Claims Court - Washington, D.C. - July 7, 1987

State Bar of Michigan - June 12, 1968, Michigan Bar No. P20385 (Inactive)

American Arbitration Association - Panel of Arbitrators, Appointed - June, 1982

CONFERENCE AND EDUCATION PRESENTATIONS

LORMAN EDUCATION SERVICES - Eau Claire, WI
Lecturer on construction related issues - 1999 to present.

PARTNERING & ALTERNATIVE DISPUTE RESOLUTION

Certifying Authorities -

Florida Department of Professional Regulation
Board of Architects and Interior Designers
Contractors Certification Board
American Institute of Architects Continuing Education

ASSOCIATED BUILDERS AND CONTRACTORS, INC. - June 21, 1996
Broward Convention Center - Fort Lauderdale, Florida

ASSOCIATED BUILDERS AND CONTRACTORS, INC. - August 17, 1996
Florida Construction Expo, Orange County Convention Center, Orlando, Florida

AMERICAN INSTITUTE OF ARCHITECTS - Boca Raton, Florida - November 7, 1996

THE PRINCETON REVIEW - Instructor for the Law School Aptitude Test - 1995-1997

COMMUNITY SERVICE ORGANIZATIONS

THE GEORGE SNOW SCHOLARSHIP FOUNDATION
998 South Federal Highway - Suite 203
Boca Raton, Florida 33432

REFERENCES UPON REQUEST

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and STEPHEN SHOCHET, hereinafter referred to as "SHOCHET";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that SHOCHET be employed as SENIOR ASSOCIATE ATTORNEY-BUSINESS OPERATIONS - CONSTRUCTION, and the said SHOCHET desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ SHOCHET as SENIOR ASSOCIATE ATTORNEY - BUSINESS OPERATIONS - CONSTRUCTION at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 5, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and SHOCHET may agree.

1A. The parties acknowledge and agree that SHOCHET's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to SHOCHET.

2. In addition to the compensation herein above provided, SHOCHET shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of SHOCHET as SENIOR ASSOCIATE ATTORNEY - BUSINESS OPERATIONS - CONSTRUCTION shall include the responsibilities as set forth in the Job Description for SENIOR ASSOCIATE ATTORNEY - BUSINESS OPERATIONS - CONSTRUCTION, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of his duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. SHOCHET agrees to devote his full time and efforts to the performance of his duties and responsibilities as SENIOR ASSOCIATE ATTORNEY - BUSINESS OPERATIONS - CONSTRUCTION and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with his duties and responsibilities as such SENIOR ASSOCIATE ATTORNEY - BUSINESS OPERATIONS - CONSTRUCTION.

5. This contract may be terminated at the option of the BOARD ATTORNEY or SHOCHET on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or

to SHOCHET, as the case may be, it being understood that except as so provided, the said SHOCHET's right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Stephen Shochet

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | Associate Attorney – Business Operations/ Contracts/Real Estate |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
-

OCCUPATIONAL SUMMARY

Works at the direction of the Senior Attorney for Business Operations/Construction. Drafts, prepares and negotiates vendor contracts, lease agreements, inter-local agreements, and litigation as needed.

EXAMPLE OF DUTIES

1. Provides legal advice and representation to District in all areas of its procurement program, including construction, goods and services.
2. Provides legal advice to support District operations including Construction, Transportation, Finance, Risk Management, Food Services and Data Management.
3. Assists the School Board Attorney and Senior Attorney on all legal matters as assigned.
4. Performs legal research and prepares legal opinions.
5. Assists in the drafting, review, or updates to Board policies.
6. Recommends changes in policies and procedures to ensure compliance with all applicable federal and state laws and regulations in practice area.
7. Provides legal advice to school District officials.

8. May represent District in litigation matters as assigned.
9. Follows adopted policies and procedures in accordance with School Board priorities.
10. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
11. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

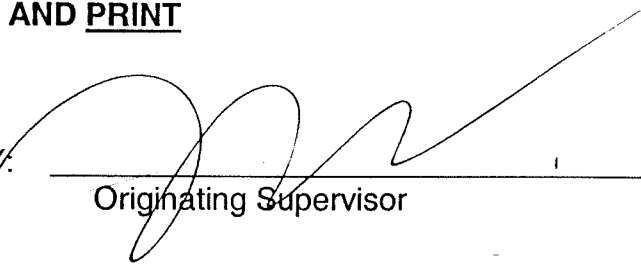
This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Minimum of five (5) years of successful experience in construction, design, vendor contracts, government procurement, contract/commercial litigation, intellectual property, small claims, real estate, transactional or related practice areas.
4. Demonstrated ability to communicate the law to others.
5. Demonstrated ability to work with diverse groups, and effectively communicate, both orally and in writing.
6. Demonstrated ability to handle high volume matters.

PLEASE SIGN AND PRINT

REVIEWED BY:



Originating Supervisor

DATE:

11/8/05

APPROVED BY:

Department Head

DATE:

APPROVED BY:

Chief Officer/Assistant/Associate/
Deputy Superintendent

DATE:

REVIEWED BY:

Civil Rights Compliance

DATE:

REVIEWED BY:

Diversity Compliance

DATE:

APPROVED BY:

Human Resources

DATE:

REVIEWED BY:

Chuck Burdeen
DCSAA Representative

DATE:

KIMBERLY MARCIA HALL
6971 ALISO AVENUE
WEST PALM BEACH, FLORIDA 33413
hall7827@bellsouth.net
(561) 688-0779

BAR ADMISSIONS: The Florida Bar, Admitted January 1996

United States District Court of Appeal, Southern District of Florida
Admitted July 1996

EDUCATION: Juris Doctor, May 1995
University of Florida, Gainesville, Florida

Bachelor of Arts in Political Science, May 1992
University of Florida, Gainesville, Florida

EXPERIENCE:

School Board of Palm Beach County
Associate Counsel, May 2000 to present

Draft, review and negotiate contracts, lease agreements, easements, and real estate sale and purchase contracts; draft and review policies; engage in all aspects of litigation and provide legal advice to all school district departments including Purchasing, IT, Risk Management, Academic departments, Real Estate, Facilities Management and Payroll

- Saved the School District thousands of dollars by discovering the inclusion of taxes and insurance in lease agreements when the fees were violative of Florida law
- Instituted a method of filing collection cases to recover more than \$40,000 in bad debts

Michaud, Buschmann, Fox, Ferrara & Mittelmark, P.A.

Litigation Attorney, April 1999 to May 2000

Engaged in all aspects of commercial and civil litigation

Law Office of Maurice J. Hall

Litigation & Corporate Attorney, December 1997 to April 1999

Engaged in all aspects of commercial and civil litigation and corporate transactions

Akerman, Senterfitt & Eidson, P.A.

Corporate & Healthcare Attorney; Commercial Litigation Attorney, January 1996- November 1997

Drafted and negotiated corporate documents; acquired and consolidated physician practices, established managed care networks, participated in antitrust planning and litigation; engaged in all aspects of commercial litigation

Mershon, Sawyer, Johnston, Dunwody & Cole (merged with Akerman, Senterfitt & Eidson- Jan 1996)

Law Clerk for Litigation and Corporate & Healthcare areas, September 1995

Researched and drafted legal memoranda, drafted, reviewed and negotiated contracts, researched Medicare/Medicaid issues

Searcy, Denney, Scarola, Barnhart & Shipley, P.A.

Law Clerk, Summer 1994

Participated in various aspects of civil litigation: drafted pleadings, researched and drafted legal memoranda

KIMBERLY MARCIA HALL
6971 ALISO AVENUE
WEST PALM BEACH, FLORIDA 33413
hall7827@bellsouth.net
(561) 688-0779

**PROFESSIONAL
AFFILIATIONS:**

Palm Beach County Bar Association
Business Law Section of Florida Bar
Health Law Section of Florida Bar
American Health Lawyers Association
American Inns of Court
National Bar Association

**HONORS AND
ACTIVITIES:**

Umoja Law Journal (Staff Editor)
Mentor for Incoming Law Students

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and KIMBERLY HALL, hereinafter referred to as "HALL";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that HALL be employed as ASSOCIATE ATTORNEY - BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE, and the said HALL desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ HALL as ASSOCIATE ATTORNEY - BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE at an annual salary of ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 (\$125,000.00) Dollars, payable in biweekly installments, for the period from December 5, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and HALL may agree.

1A. The parties acknowledge and agree that HALL's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to HALL.

2. In addition to the compensation herein above provided, HALL shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of HALL as ASSOCIATE ATTORNEY - BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE shall include the responsibilities as set forth in the Job Description for ASSOCIATE ATTORNEY - BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. HALL agrees to devote her full time and efforts to the performance of her duties and responsibilities as ASSOCIATE ATTORNEY - BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such ASSOCIATE ATTORNEY-BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE.

5. This contract may be terminated at the option of the BOARD ATTORNEY or HALL on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or to HALL, as

the case may be, it being understood that except as so provided, the said HALL's right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Kimberly Hall

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS**JOB DESCRIPTION****DRAFT****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|---------------------------------------|
| 1. | JOB TITLE: | Senior Associate Attorney - Personnel |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
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OCCUPATIONAL SUMMARY

Senior level position; manages cases associate attorney, and legal support staff. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation. Interacts with and acts as attorney to the Superintendent in areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.
2. Interacts with and acts as attorney to the Superintendent in areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.
3. Drafts and/or reviews board policies, contracts, and documents relating to areas of responsibility.
4. Directs and performs legal research and preparation of legal opinions.
5. Works closely with the departments within the Division of Personnel Services to effectively implement all pertinent personnel policies.

6. Represents the School Board in litigation filed by or against the School Board, including but not limited to administrative proceedings, bid protests, court proceedings, civil matters, and constitutional issues involving assigned areas.
7. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
8. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
9. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
10. Provides legal advice to school District officials with regard to legal issues arising out of the implementation of federal and state laws.
11. Reviews, supervises and approves the work of Associate Attorney for Personnel and outside counsel in the provision of legal services to the school District.
12. Follows adopted policies and procedures in accordance with School Board priorities.
13. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
14. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admission to the United States Federal District Court for the Southern District of Florida.
4. Minimum of five (5) years successful experience in personnel/employment/labor law.
5. Minimum of seven (7) to ten (10) years litigation experience in either trial court or administrative proceedings.
6. Demonstrated ability to successfully manage and supervise employees.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/3/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

Jean Marie Middleton
5150 Foxhall Drive No.
West Palm Beach, FL 33417
(561) 301-0111 E-mail jmnconsult@aol.com

PROFESSIONAL EXPERIENCE

- August 2002 to Present **School District of Palm Beach County**
Sr. Counsel, Personnel
Responsible for counsel and representation of the District's
Interests with regard to all facets of personnel matters
including but not limited to Federal & State litigation,
DOAH hearings, arbitrations, unemployment & worker's
compensation issues.
- September 2000
To August 2002 **Rigell, Ring & Ardman, P.A.**
Associate Attorney
Primarily responsible for Workers' Compensation
Litigation. Also responsible for Personal Injury,
Employment and Labor Litigation.
- October 1997
to September 2000 **City of Miami, Florida**
Assistant City Attorney
Primarily responsible for handling Workers' Compensation
Litigation. Additional responsibilities include the handling
of Civil Service Hearings, Labor and Employment
litigation and Contract review and execution.
- Equal Opportunity Diversity Specialist, Sr.
Responsible for investigation and responding to
employment and labor complaints.
- Responsible for training City employees and managers on
issues relating to diversity programs and EEO concerns.
Primary skills used include interviewing, investigating-
legal research and writing.
- November 1992
to February 1999 **American Bankers Insurance Group**
Manager, State Filings Department
Report to General Counsel
Manage a staff and the development of insurance policy
forms.
Develop and maintain favorable relationships with state
insurance departments by attending hearings and
department meetings. Research and prepare position papers
on complex filing and legal issues.

JEAN MARIE MIDDLETON

August 1992
to October 1992

City of Fort Wayne, Indiana
Staff Attorney

Provided Counsel to the Mayor and various departments of the City. Primary responsibilities included representing the City at hearings; drafting; review and defense of various City contracts.

May 1986
to April 1992

Lincoln National Corporation

Corporate Attorney; Sr. State Relations Consultant
Successfully represented Lincoln's position at insurance department hearings in various states.
Responsible for the drafting, review and interpretation of various contracts for the corporation and its affiliates.
100% success rate on all EEO and unemployment compensation case handled (approximately 15 cases).

BAR ADMISSIONS

Indiana Bar (1986)

U.S. District Court- Northern & Southern Districts of Indiana (1986)

Florida Bar (1998)

U.S. District Court, Southern District of Florida (1998)

SPECIAL SKILLS / MEMBER OR FORMER MEMBER

Florida Bar Education Law Committee-Current

Palm Beach County Bar Association Circuit Civil Committee- Current

Magistrate - Palm Beach County Youth Court -Current

Member- Florida Bar Workers' Compensation Section, Local Government Section, Labor and Employment Section; Participant in Palm Beach County Pro Bono Panel.

Judge - Teen Court of Miami-Dade County (1997-2000)

Working toward Board Certification in Workers' Compensation

Attended Workers Compensation Certification Review Course

Selected to attend Workers' Compensation Trial Advocacy Workshop (6/01)

Instructor: Business Law, Life & Health Insurance Law, EEO & Labor Law;

Women's Legal Issues

Member Ft. Wayne Pro Bono Committee: Family litigation, EEO litigation, Housing litigation, and Personal Injury litigation.

Mediator -Certified Family & Juvenile (State of Indiana)

Proficient in Lexis, Westlaw, Dialog and Internet computer research; MS Word, Lotus, WordPerfect, PowerPoint and Client Profiles

JEAN MARIE MIDDLETON

EDUCATION

Graduate Studies

Attended: Howard University School of Law,
Washington, D.C.

Year Graduated: 1986

Degree: Juris Doctor
Associate Editor, The Howard Law Journal
First student to receive monetary award in costs for case handled
in Equal Employment Litigation Clinic
Named Who's Who Among American Law Students
Scholarship Recipient from Organization of
Women in Law Secretary - Student Bar
Association
Member - Phi Alpha Delta Law Fraternity

**Undergraduate
Studies**

Attended: Howard University, Washington, D.C.

Year Graduated: 1983

Degree: Bachelor of Arts - (Cum Laude)
Selected Who's Who in American Colleges &
Universities Dean's Honor Roll
Secretary/Treasurer - Pi Sigma Alpha Political Science
Honor Society
Member - Pre-Law Society

REFERENCES AND WRITING SAMPLES AVAILABLE UPON REQUEST

A G R E E M E N T

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and JEAN MARIE MIDDLETON, hereinafter referred to as "MIDDLETON";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that MIDDLETON be employed as SENIOR ASSOCIATE ATTORNEY-PERSONNEL, and the said MIDDLETON desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ MIDDLETON as SENIOR ASSOCIATE ATTORNEY-PERSONNEL at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 5, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and MIDDLETON may agree.

1A. The parties acknowledge and agree that MIDDLETON's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may

be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to MIDDLETON.

2. In addition to the compensation herein above provided, MIDDLETON shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of MIDDLETON as SENIOR ASSOCIATE ATTORNEY-PERSONNEL shall include the responsibilities as set forth in the Job Description for SENIOR ASSOCIATE ATTORNEY-PERSONNEL, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. MIDDLETON agrees to devote her full time and efforts to the performance of her duties and responsibilities as SENIOR ASSOCIATE ATTORNEY-PERSONNEL and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such SENIOR ASSOCIATE ATTORNEY - PERSONNEL.

5. This contract may be terminated at the option of the BOARD ATTORNEY or MIDDLETON on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or to MIDDLETON, as the case may be, it being understood that except as so provided, the said

MIDDLETON's right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Jean Marie Middleton

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS**DRAFT****JOB DESCRIPTION****IDENTIFICATION INFORMATION**

- | | | |
|----|------------------------|-----------------------------------|
| 1. | JOB TITLE: | Associate Attorney - Personnel |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | TBA |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Works at the direction of the Senior Attorney for Personnel. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation. Interacts with and acts as attorney to the Superintendent in the areas of personnel, disciplinary matters, employee relations, school police and worker's compensation.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.
2. Interacts with and acts as attorney to the Superintendent in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.
3. Assists the Board Attorney on all legal matters as assigned.
4. Performs legal research and prepares legal opinions.
5. Drafts, reviews, or updates Board policies.
6. Recommends changes in policies and procedures to ensure compliance with all applicable federal and state laws and regulations.
7. Provides legal advice to school District officials.

8. Represents the District in litigation and/or administrative personnel disciplinary actions.
9. Follows adopted policies and procedures in accordance with School Board priorities.
10. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
11. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

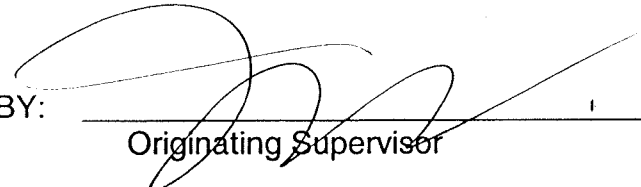
PHYSICAL REQUIREMENTS

This work requires the following physical activities: climbing, bending, stooping, kneeling, twisting, reaching, sitting, standing, walking, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

1. Law degree from accredited law school.
2. Member in good standing of The Florida Bar.
3. Admitted to U.S. Federal District Court for the Southern District of Florida or its equivalent, preferred.
4. Minimum of two (2) to five (5) years of successful experience in one or more of the following: personnel/employment/labor law, or trial experience in civil or criminal or administrative proceedings.
5. Demonstrated ability to communicate the law to others.
6. Demonstrated ability to work with diverse groups.

PLEASE SIGN AND PRINT

REVIEWED BY:  DATE: 11/8/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

APPROVED BY: _____ DATE: _____
Chief Officer/Assistant/Associate/
Deputy Superintendent

REVIEWED BY: _____ DATE: _____
Civil Rights Compliance

REVIEWED BY: _____ DATE: _____
Diversity Compliance

APPROVED BY: _____ DATE: _____
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

AGREEMENT

THIS AGREEMENT dated this _____ day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and ANA I. SEGURA, hereinafter referred to as "SEGURA";

WITNESSETH

WHEREAS, pursuant to a written agreement between the BOARD and JULIEANN RICO ALLISON, hereafter referred to as the BOARD ATTORNEY, the BOARD ATTORNEY is responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the work of the BOARD; and pursuant to said agreement each such additional attorney is to be employed by the BOARD; and

WHEREAS, the said BOARD ATTORNEY desires that SEGURA be employed as ASSOCIATE ATTORNEY-PERSONNEL, and the said SEGURA desires to accept such employment subject to all the provisions of the said agreement between the BOARD and the said BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ SEGURA as ASSOCIATE ATTORNEY-PERSONNEL at an annual salary of ONE HUNDRED FORTY-NINE THOUSAND and 00/100 (\$149,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2005 to November 30, 2007, subject to increase as the BOARD, the BOARD ATTORNEY and SEGURA may agree.

1A. The parties acknowledge and agree that SEGURA's employment hereunder shall be subject to a 60-day initial probationary period, during which this employment Agreement may be terminated in the sole discretion of the BOARD ATTORNEY upon written notice to SEGURA.

2. In addition to the compensation herein above provided, SEGURA shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD policies and regulations.

3. The duties and assignments of SEGURA as ASSOCIATE ATTORNEY-PERSONNEL shall include the responsibilities as set forth in the Job Description for ASSOCIATE ATTORNEY-PERSONNEL, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

4. SEGURA agrees to devote her full time and efforts to the performance of her duties and responsibilities as ASSOCIATE ATTORNEY-PERSONNEL and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such ASSOCIATE ATTORNEY - PERSONNEL.

5. This contract may be terminated at the option of the BOARD ATTORNEY or SEGURA on thirty (30) days' written notice to the BOARD and to the BOARD ATTORNEY, or to SEGURA, as the case may be, it being understood that except as so provided, the said SEGURA's

right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this agreement at will.

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

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Frank J. Bolaños, Chairman

By: _____
Ana I. Segura

Approved as to Form:

JulieAnn Rico Allison
School Board Attorney

CURRICULUM VITAE

RANDALL BURKS, J.D., M.ED., PH.D.

P.O. Box 210822, West Palm Beach, FL 33421-0822

Telephone: (561) 767-7590 Fax: (561) 828-3161 E-mail: DrBurks@lawyer.com

Objective

Legal Consultant to the School Board Attorney's Office.

Academic Preparation

Doctor of Philosophy - 2004

- Ph.D. in Administration, Curriculum, and Instruction, with a Specialization in Educational Leadership and Higher Education, University of Nebraska-Lincoln.
- Dissertation title: "From *Paper Chase* to Cyberspace: A Case Study of Two Law Professors' Perceptions of Their First Experience Team-Teaching a Multimedia Online Law School Course." (July, 2004; Adviser: Dr. Alan T. Seagren).
- Institutional reputation: Top-Tier National University and Top Public National University in *U.S. News*, "America's Best Colleges 2005."

Law Degree - 2001

- J.D., Nova Southeastern University, Shepard Broad Law Center (Fort Lauderdale, Fla.), 2001.
- Graduated in the top five percent.
- Class Rank: second.
- Honors: *magna cum laude*.
- Law Review junior staff member, 1999-2000.
- Moot Court Honor Society member, 1999-2001.
- "Book awards" for the highest achievement in eight courses: Trial Advocacy, Remedies, Civil Procedure, Constitutional Law II [First Amendment], Medical Malpractice, Government Regulation of Business, Lawyering Skills and Values I, and Lawyering Skills and Values II.
- Institutional status: ABA-approved since 1975; member of AALS since 1989; twice named "The Most-Wired Law School" by *National Jurist* magazine; known for an innovative four-semester Lawyering Skills and Values program.

Master's Degree - 1998

- Florida Atlantic University (Boca Raton, Fla.).
- Master of Education in Educational Leadership.
- Institutional status: doctoral/research-intensive state university.

Teacher-Certification Courses – 1993-94

- Florida Atlantic University (Boca Raton, Fla.).

College Degree - 1990

- Southern College (Collegedale, Tenn.; became Southern Adventist University in 1996).
- Bachelor of Arts with a major in Music. Other emphases included: Religion, Science and History.
- Institutional status: regionally-accredited university ranked in the Top Tier of "Comprehensive Colleges–Bachelor's (South)" in *U.S. News*, "America's Best Colleges 2005."

High School - 1985

- Forest Lake Academy (Apopka, Fla.).
- Enriched Honors Diploma; Salutatorian.

Bar Membership

The Florida Bar.

Court Admissions

Supreme Court of the United States
Supreme Court of Florida and all Florida courts
U.S. Courts of Appeals for the Sixth, Eleventh, and Federal Circuits
U.S. Court of Appeals for the Armed Forces
U.S. Court of Appeals for Veterans Claims
U.S. District Courts for the Northern and Southern Districts of Florida
United States Tax Court

Professional Affiliations

Education Law Committee of The Florida Bar
Florida School Board Attorneys Association
American Bar Association, Judicial Division

Appellate Practice Committee of the ABA Section of Litigation
Council of Appellate Lawyers of the ABA Appellate Judges Conference
Administrative Law Section of The Florida Bar
Appellate Practice and Advocacy Section of The Florida Bar
City, County, and Local Government Law Section of The Florida Bar

Service to the Profession

Since 2002, have served on the Education Law Committee; prepared articles for the committee's journal.

Reported Appellate Cases

Federal: *Bannon v. School District of Palm Beach County*, 387 F.3d 1208 (11th Cir. 2004); *cert. denied*, 73 USLW 3557 (Oct 03, 2005) (No. 04-1207).

Role: Appellate counsel for the Appellee: briefing and oral argument.

Issue: First Amendment / school-sponsored speech under *Hazelwood*.

State: *Johnson v. Deluz*, 875 So.2d 1 (Fla. 4th DCA 2004).

Role: Primary appellate counsel for the Appellant/Cross-appellee.

Issues: Confidentiality of student records; employee privacy; and public records under the Florida Constitution and Florida statutes.

Amicus: *Dascott v. Palm Beach County*, 877 So.2d 8 (Fla. 4th DCA 2004).

Role: Counsel for an amicus curiae in support of the Appellee on its motion for rehearing.

Issue: Limited applicability of the Sunshine Law to employee termination decision-making by government agencies.

Published Articles

By invitation, published two articles in the Education Law Committee's online journal:

- Randall D. Burks, *Student Expulsion in the K-12 Public School System: Important Considerations and Emerging Issues*, 2 FLA. EDUC. L.J., Sept. 2003, at 8.
- Randall D. Burks, *Gratz and Grutter: A Summary and Comparison of the Supreme Court's Twin Decisions on Student Diversity in University Admissions*, 2 FLA. EDUC. L.J., Sept. 2003, at 16.

Books and Chapters

Randall D. Burks, "Student Discipline: Emerging Issues (K-12)" (2003) (chapter in a CLE book published in 2003 by The Florida Bar Education Law Committee).

Randall D. Burks, *From Paper Chase to Cyberspace: A Case Study of Two Law Professors' Perceptions of Their First Experience Team-Teaching a Multimedia Online Law School Course* (July, 2004) (Ph.D. Dissertation, University of Nebraska-Lincoln; currently available at www.RandallBurks.com; to be available from ProQuest at wwwlib.umi.com/dissertations). Comprises 447 pages plus 28 pages of appendices.

Conference and CLE Presentations

Randall D. Burks, *Student Discipline: Emerging Issues (K-12)* (2003) (CLE presentation sponsored by the Education Law Committee at the June 2003 Annual Meeting of The Florida Bar in Orlando, Fla.).

Other Writing

Have prepared an estimated 4,000 pages of written work while in government practice, including legal memoranda, appellate briefs, training materials, and administrative rules.

Wrote a scholarly paper as a grade-on candidate for the Nova Law Review:

Randall D. Burks, *Sweet Sixteen and Never Been Harassed: The Supreme Court Recognizes a Private Right of Action in Damages under Title IX for Peer Sexual Harassment in Davis v. Monroe County Board of Education* (1999) (unpublished manuscript available at www.RandallBurks.com).

Prepared various course papers concerning education (selected papers are available at www.RandallBurks.com, such as essays on secondary curriculum and authentic evaluation in higher education).

Professional Experience

Attorney/Legal Consultant (full-time): For the Office of Chief Counsel, School Board of Palm Beach County (May 2002-present). Responsibilities include: appellate brief writing and oral argument; legal research and writing on educational law, administrative law, regulatory compliance, ethics, and governance issues; coordinating the School Board Policies development/rulemaking process; advising the Board at rulemaking hearings; providing legal advice to school principals, chief district administrators and other staff; serving as a legal and technical resource for staff attorneys; and consulting with the Chief Counsel on governance issues.

Law Clerk/Consultant (full-time): Office of Chief Counsel, School Board of Palm Beach County, Florida (1999-2002). Duties included: Researching and writing legal memoranda on significant educational, administrative, and governmental law issues. Prepared the comprehensive legal memoranda for seven Attorney General Opinion requests, a DOE General Counsel Opinion request, and a Commission on Ethics formal Advisory Opinion request; developed case-management and timekeeping software.

Educator: Former career experience included positions as an elementary and junior high school teacher, music teacher, and education paraprofessional (1991-99).

Honors and Awards

Essay for the Contracts question on the Bar Exam was selected by the Board of Bar Examiners for publication as an exemplar in the official Bar Exam study guide.

"Best Brief" award in the law school first-year legal writing course, leading to the invitation to join the Moot Court Honor Society.

Member, *Sigma Delta Pi* (national Spanish-language scholarship society; nominated and inducted by Spanish professors at Florida Atlantic University, 1994).

Computer Skills

Westlaw and Lexis legal research; general Web research; word processing; preparing PowerPoint presentations; using online distance-learning platforms; programming Access database applications; and Web site design and programming.

Languages

Fluent in English; can read and write Spanish.

Travels

Belarus, Canada, Mexico, Puerto Rico, and Russia.

Areas of Consultation Expertise

See attached description.

SUMMARY OF LEGAL CONSULTANCY AREAS OF EXPERTISE

Dr. Burks has served as a legal consultant to a large school district, primarily in the fields of appellate practice, administrative law, constitutional law, regulatory compliance, Board governance, and technical services, such as the following:

- Appellate practice in the state and federal courts, including researching and writing appellate briefs and presenting oral argument;
- assisting the School Board Attorney in the areas of Administrative Law, Regulatory Compliance, and Governance;
- providing written and/or oral information and legal opinions concerning current rules to District staff, the School Board Attorney's Office, and the Board;
- researching and providing oral and/or written information and legal opinions in the areas of administrative law and rulemaking, the Sunshine Law, the Public Records Act, the Code of Ethics for Public Officers and Employees, the K-20 Education Code, student records privacy, First Amendment constitutional law, eminent domain, general education law, Board governance, and legal office management;
- preparing legal briefs or memoranda of law for submission to the Attorney General, DOE General Counsel, or the Florida Commission on Ethics if the Board or School Board Attorney desires to obtain an advisory opinion therefrom;
- assisting with the legal aspects of the Board's rule-development processes, such as: researching or drafting proposed Board rules and reviewing drafts for legal sufficiency, soundness, and clarity;
- presenting training sessions for District staff as requested or assigned by the School Board Attorney;
- being on call to assist the School Board Attorney, as requested, with Board meetings via telecommunication;
- programming and maintaining the policies web site;
- developing, customizing, and maintaining software programs for time logging and case management; and
- performing other responsibilities as requested by the School Board Attorney.

**CONTRACT BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
DR. RANDALL D. BURKS, ESQ.**

THIS CONTRACT is entered into this 16th day of November, 2005, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter the "BOARD"), as the governing body of the School District of Miami-Dade County, Florida, and **RANDALL D. BURKS, B.A., M.Ed., Ph.D., J.D.** (hereinafter the "CONSULTANT"), with the following terms:

1. **CONTRACT.** The initial term of this Contract shall be effective during the one-year period from January 1, 2006, through December 31, 2006, with an option to renew or extend as further agreed to by both parties.

2. **PROFESSIONAL SERVICES AND RESPONSIBILITIES OF THE CONSULTANT.** CONSULTANT shall serve as an independent contractor for BOARD, serving primarily in the field of Appellate practice and Administrative Law/Regulatory Compliance/Governance, such as in the following areas:

- Appellate practice in the state and federal courts, including researching and writing appellate briefs and presenting oral argument;
- assisting the School Board Attorney in the areas of Administrative Law, Regulatory Compliance, and Governance;
- providing written and/or oral information and legal opinions concerning current rules to District staff, the School Board Attorney's Office, and the BOARD;
- researching and providing oral and/or written information and legal opinions in the areas of Administrative Law and rulemaking, the Sunshine Law, the Public Records Act, the Code of Ethics for Public Officers and Employees, the K-20 Education Code, constitutional law, general education law, and other areas of expertise of the CONSULTANT, as requested by the School Board Attorney;
- preparing legal briefs or memoranda of law for submission to the Attorney General, DOE General Counsel, or the Florida Commission on Ethics if the BOARD or School Board Attorney desires to obtain an advisory opinion therefrom;
- assisting with the legal aspects of the BOARD's rule-development processes, such as: researching or drafting proposed BOARD rules and reviewing drafts for legal sufficiency, soundness, and clarity;
- presenting training sessions for District staff as requested or assigned by the

School Board Attorney;

- being on call to assist the School Board Attorney, as requested, with Board meetings via telecommunication;
- customizing and maintaining software programs for time logging and case management which were programmed by the CONSULTANT; and/or
- performing other responsibilities as requested by the School Board Attorney.

a. Relation to Employees. CONSULTANT shall not supervise or evaluate the performance of personnel in the School Board Attorney's Office.

b. Litigation. The services to be performed by the CONSULTANT are not generally expected to include trial litigation, but will include appellate practice.

3. **INDEPENDENT CONTRACTOR.** The parties understand and agree that the services to be provided by CONSULTANT as an independent contractor will be performed exclusively by CONSULTANT and that the relationship between BOARD and CONSULTANT will not be that of an employer and employee. BOARD shall at all times be obligated to the CONSULTANT for payment of fees under the conditions outlined below.

4. **LOCATION OF WORK.** As an independent contractor, CONSULTANT shall be responsible for setting his own time and place of work. CONSULTANT may provide any of the services agreed to under this Contract on the District premises or from off-site. (CONSULTANT acknowledges that a few services may most efficaciously be provided on District premises, such as attending an occasional public BOARD meeting.) Although CONSULTANT may be present occasionally on District premises, most services shall be provided from off-site. When working, as usual, from off-site, CONSULTANT shall be reasonably available to the School Board Attorney via telecommunications and agrees to make himself available in person when reasonably possible, upon reasonable request and reasonable notice.

5. **HOURS OF WORK.** As an independent contractor, CONSULTANT shall be responsible for setting his own hours and time of work, with flexibility to work either part-time or full-time, day or night, as needed.

6. **COMPENSATION.** For services performed by CONSULTANT as outlined in this Contract from January 1, 2006 through December 31, 2006, BOARD agrees to pay the CONSULTANT the reasonable hourly rate of \$100 (one hundred dollars).

a. Based on the hourly rate of \$100 and an anticipated maximum of 2,000 hours, payments under this Contract shall not exceed \$200,000 for the services provided in the 12-month period between January 1, 2006 and December 31, 2006.

b. The CONSULTANT may normally be paid for services on a biweekly basis (i.e., once per two weeks), after submission of a time sheet for that two-week period.

7. **NO BENEFITS OR WITHHOLDINGS.** Because the CONSULTANT is an independent contractor and is not BOARD's employee, CONSULTANT is responsible for paying all required state and federal taxes. BOARD will not provide retirement contributions, health insurance, sick leave, annual leave, or any other employee benefits.

a. More specifically, BOARD will not withhold FICA or Social Security or any other state or federal income tax from CONSULTANT's independent-contractor payments; BOARD will not make state or federal unemployment insurance contributions on behalf of CONSULTANT; BOARD will not make disability insurance contributions on behalf of CONSULTANT; and BOARD will not obtain worker's compensation insurance or any other insurance on behalf of CONSULTANT.

b. Except in special circumstances such as traveling to attend a distant seminar or distant court appearance for the benefit of the BOARD, there shall be no travel reimbursement. If any travel reimbursement is provided, it shall be limited to that permitted under FLA. STAT. § 112.061 and BOARD rules.

8. **BOARD SUPPORT.** The parties understand and agree that BOARD may provide the use of computer equipment, access to the computer network, photocopiers, and regular telephone equipment, and connection to the District's Blackberry server, as well as occasional clerical assistance to the CONSULTANT, to assist the CONSULTANT in carrying out his duties for BOARD.

a. In general, CONSULTANT shall be expected to provide most clerical functions himself. BOARD shall not supply a paralegal or other staff for the benefit of the

CONSULTANT, although CONSULTANT may work with and delegate certain tasks to a paralegal or secretary for the benefit or convenience of BOARD and the School Board Attorney, consistent with the direction of the School Board Attorney.

b. CONSULTANT agrees to acquire a cellular phone or BlackBerry, at his own expense, to assist in maintaining contact with the School Board Attorney at all reasonable times when CONSULTANT is, as usual, working off of District premises.

c. BOARD agrees to arrange for CONSULTANT to receive District e-mail via the Web and via CONSULTANT's BlackBerry.

9. **BOARD'S RESPONSIBILITIES.** BOARD shall assist CONSULTANT by placing at CONSULTANT's disposal all information available to the Board, which is pertinent to CONSULTANT's duties. BOARD shall arrange for access to and make all provisions for CONSULTANT to enter upon District property as required for CONSULTANT to perform his services.

10. **RECORDS.** CONSULTANT shall keep such records and accounts as may be necessary in order to complete the Contract and to obtain reimbursement for any expenses to which CONSULTANT may be eligible for reimbursement. CONSULTANT shall keep all books and records which are considered public records in accordance with Chapter 119, Fla. Stat., and the District's Records Retention Schedule.

11. **TERMS AND CONDITIONS.**

a. **INDEMNIFICATION/PROFESSIONAL LIABILITY INSURANCE.--** If acting in good faith and without malicious purpose or not in a manner exhibiting wanton and willful disregard of human rights, safety or property when performing his duties, CONSULTANT shall not be held responsible for any litigation settlement approved by BOARD or for any adverse judgment, subject to the limits and criteria set forth in Section 768.28, Fla. Stat.

CONSULTANT shall maintain attorney's malpractice insurance, for his benefit and for the benefit of BOARD, throughout the term of this contract. CONSULTANT

shall indemnify and hold BOARD harmless from liability for any alleged legal malpractice or any intentional or negligent act or omission of CONSULTANT.

b. TERMINATION OF CONTRACT.-- CONSULTANT shall have the option to terminate the Contract upon written notice to the Superintendent or his designee. Such notice must be received at least ninety (90) days prior to the effective date of termination, unless CONSULTANT has been appointed or contracted to a governmental position that requires his services within less than ninety (90) days.

BOARD shall have the option to terminate the CONTRACT upon written notice to the CONSULTANT; and such notice shall be received at least ninety (90) days prior to the effective date of termination. Earlier termination dates may be established by mutual consent of both parties.

c. NON-ASSIGNMENT. The Contract cannot be assigned, nor can anyone other than CONSULTANT perform the services required under this Contract, except insofar as the School Board Attorney may direct that certain functions be delegated to a staff member of the School Board Attorney's Office.

d. CONFLICT OF INTEREST. CONSULTANT represents that he presently has no interest and shall acquire no interest, either direct or indirect, which will conflict in any way with the performance of services required hereunder as provided for either in Section 112.311 or 112.313, Fla. Stat., or in the rules governing members of The Florida Bar. Similarly, CONSULTANT represents that he shall not employ any person having a conflict of interest to assist him in the performance of the services to be provided pursuant to this Contract. Although CONSULTANT, as an independent contractor, may be under contract with other entities also, CONSULTANT agrees to promptly notify BOARD in writing if CONSULTANT perceives any potential conflict of interest arising from any current or prospective business association, interest, or other circumstances that may influence or appear to influence CONSULTANT's judgment or the quality of services provided by CONSULTANT pursuant to this Contract. Such written notification shall identify the conflict potentially arising from the perspective business

association, interest, or circumstances, and the nature of the work that CONSULTANT might undertake. Said notification shall request an opinion of BOARD as to whether the association, interest, or circumstances would, in the opinion of BOARD, actually constitute a conflict of interest. BOARD agrees to notify CONSULTANT of its opinion within twenty (20) days of its receipt of notification by CONSULTANT. If, in BOARD's opinion, the perspective business association, interest, or circumstances would not constitute a prohibited conflict of interest, BOARD shall so state in the notification, and CONSULTANT shall have the option of entering into said association, interest, or circumstances as he deems appropriate.

e. CONSULTANT, as an independent contractor of BOARD, shall report to the School Board Attorney.

f. BOARD shall provide CONSULTANT with the "HourGlass" software used by the School Board Attorney's Office so that CONSULTANT can readily keep track of and account for the hours spent performing his duties under this Contract, the majority of which will be provided from off-site.

12. SEVERABILITY. In the event that any term, part, or provision of this Contract may be found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term, part, or provision held to be invalid.

13. LAW AND VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

14. STRICT PERFORMANCE. The failure of either party to insist on strict performance of any covenant or condition herein shall not be construed as a waiver of such covenants or conditions in any instance.

15. ENTIRE CONTRACT. This Contract, including all exhibits hereto, constitutes the entire Contract between BOARD and CONSULTANT with respect to the

subject matter hereof, and it supersedes all other prior oral or written understandings or contracts relating to the subject matter hereof. This Contract may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, this Contract has been executed on the _____ day of November, 2005 (the date when executed by the last signatory below), *nunc pro tunc* as of November 16, 2005.

CONSULTANT

SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Dr. RANDALL D. BURKS, Esq.

By: _____
FRANK J. BOLAÑOS, Board Chair

Reviewed and Approved by:

ATTEST:

JULIEANN RICO ALLISON
School Board Attorney

RUDOLPH F. CREW, Ed.D., Superintendent