

April 9, 2007

Ms. Perla Tabares Hantman, Member

**SUBJECT: UPDATE THE SCHOOL BOARD ATTORNEY'S OFFICE  
WEBSITE, DUTIES AND MANUAL OF PROCEDURES**

**COMMITTEE: INNOVATION, EFFICIENCY & GOVERNMENTAL  
RELATIONS**

**LINK TO DISTRICT  
STRATEGIC PLAN: IMPROVE INTERNAL AND EXTERNAL COMMUNICATIONS  
THROUGHOUT THE DISTRICT**

The website currently on the internet for the Office of the School Board Attorney indicates that it was last updated on November 16, 2005; however, the procedures manual that is part of the website link was last revised on October 23, 2002. As such, the organizational structure and other information pertaining to current job duties for office staff as well as the contract for the School Board Attorney is not accurate and should be reviewed and revised as appropriate.

This agenda item proposes that the School Board Attorney review the information on the Board Attorney's website, including the section entitled "Duties" and "Manual" and revise the website information to ensure thoroughness and accuracy. This item further proposes that the Procedures Manual be brought to the School Board for review, discussion and receipt.

**ACTION PROPOSED BY  
MS. PERLA TABARES HANTMAN:**

That The School Board of Miami- Dade County, Florida direct the Board Attorney to update the School Board Attorney's Office website, including the duties and the Manual of Procedures to be brought to the School Board at the June, 2007 School Board meeting.



About

Duties

Manual

FAQ's

Links

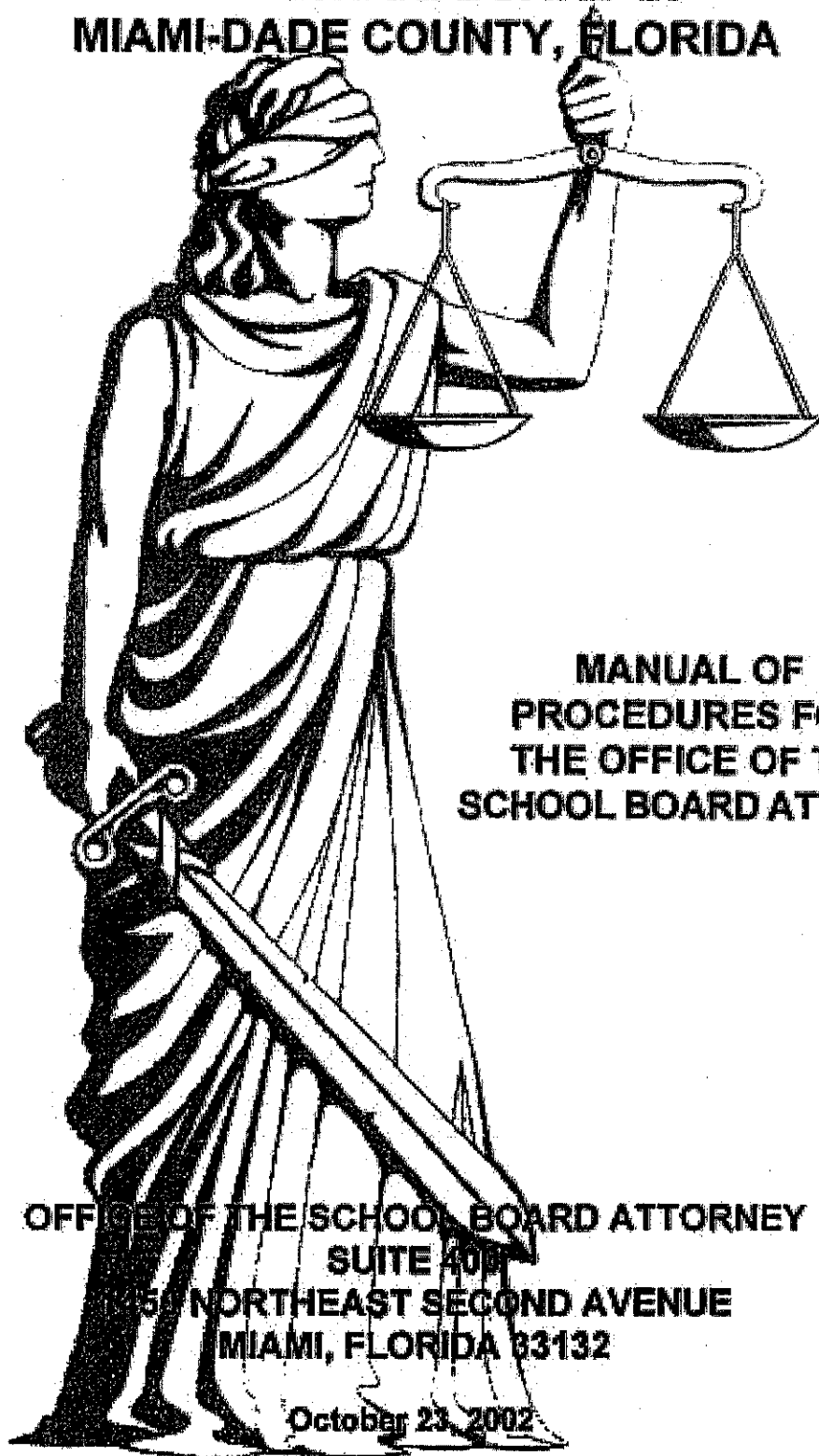
### Manual of Procedures for the Office of the School Board Attorney

The **Manual of Procedures** for the Office of the School Board Attorneys is designed to set forth the guidelines, role and responsibility for in-house counsel to The School Board of Miami-Dade County, Florida. This delineation of guidelines and procedures emphasizes the importance of clear guidance in the delivery of legal services to the School Board while providing insight into the role of the Board Attorney and staff to the School Board, its members, the Superintendent and the administration of the School District.

To provide greater insight into the day-to-day operation of the Board Attorney's Office, this manual will focus on the legal authority for in-house counsel; the role of the Board Attorney and staff to the School Board as a whole, its individual members, to the Superintendent and members of his administration; the organizational structure of the Board Attorney's Office and the respective duties and responsibilities for the Board Attorney and staff; the types of cases and assignments handled by in-house counsel and those of outside counsel to the Board; the selection and retention of the School Board Attorney and outside counsel to the Board; procedures for keeping the Board informed about litigation, legal issues and changes in the law; guidelines for interacting with the Superintendent and his staff with methods of resolving potential conflicts of interest between the Board and the Superintendent; the methodology for requesting legal opinions by the Board, its members and the Superintendent; the role of the Board Attorney's Office in providing assistance in reviewing, drafting and revising departmental policies and procedures; and the evaluation and assessment of the Board Attorney.

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



**MANUAL OF  
PROCEDURES FOR  
THE OFFICE OF THE  
SCHOOL BOARD ATTORNEY**

**OFFICE OF THE SCHOOL BOARD ATTORNEY  
SUITE 408  
1450 NORTHEAST SECOND AVENUE  
MIAMI, FLORIDA 33132**

**October 23, 2002**

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

**OFFICE OF SCHOOL BOARD ATTORNEY**

**MANUAL OF PROCEDURES  
FOR THE  
OFFICE OF THE SCHOOL BOARD ATTORNEY**

**MANUAL OF PROCEDURES**  
**FOR THE**  
**OFFICE OF THE SCHOOL BOARD ATTORNEY**

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I.  
**INTRODUCTION, STATEMENT OF PURPOSE  
AND OVERVIEW OF THE MANUAL OF PROCEDURES  
FOR THE OFFICE OF THE SCHOOL BOARD ATTORNEY**

**A. INTRODUCTION**

The Manual of Procedures for the Office of the School Board Attorney is designed to set forth the guidelines, role and responsibility for in-house counsel to The School Board of Miami-Dade County, Florida. This delineation of guidelines and procedures emphasizes the importance of clear guidance in the delivery of legal services to the School Board while providing insight into the role of the Board Attorney and staff to the School Board, its members, the Superintendent and the administration of the school district.

**B. STATEMENT OF PURPOSE**

The primary mission and responsibility of the School Board Attorney's Office is to provide clear, direct, professional counsel and representation to the Board on all school district matters of a legal nature. Such guidance, counsel and representation includes, but is not limited to, the preparation of all litigation and related matters; rendition of legal opinions for the Board and Superintendent; attendance at School Board meetings and meetings of the Superintendent and administration; the drafting and preparation of legal documents, policies, rules, regulations, resolutions, applications and other legal or quasi-legal papers or documents upon request; and a variety of other attendant functions and duties as directed by the School Board or upon request by the Superintendent.

**C. OVERVIEW OF MANUAL OF PROCEDURES FOR THE OFFICE OF THE SCHOOL BOARD ATTORNEY**

To provide greater insight into the day to day operation of the Board Attorney's Office, this manual will focus on the legal authority for in-house counsel; the role of the Board Attorney and staff to the School Board as a whole, its individual members, to the Superintendent and members of his administration; the organizational structure of the Board Attorney's Office and the respective duties and responsibilities for the Board Attorney and staff; the types of cases and assignments handled by in-house counsel and those of outside counsel to the Board; the selection and retention of the School Board Attorney and outside counsel to the Board; procedures for keeping the Board informed about litigation, legal issues and changes in the law; guidelines for interacting with the Superintendent and his staff with methods of resolving potential conflicts of interest between the Board and the Superintendent; the methodology for requesting legal opinions by the Board, its members and the Superintendent; the role of the Board Attorney's Office in providing assistance in reviewing, drafting and revising departmental policies and procedures; and the evaluation and assessment of the Board Attorney.

**II.  
LEGAL AUTHORITY FOR IN-HOUSE AND OUTSIDE COUNSEL  
TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

Florida Statute 230.23005, Supplemental Powers and Duties of School Board provides the following:

**(10) SCHOOL BOARD GOVERNANCE AND OPERATIONS. -**  
The school board may adopt policies and procedures necessary for the daily business operation of the school board, including, but not limited to, the provision of legal services for

the school board;

Similarly, School Board Rule 6Gx13-8A-1.05 - Counsel for the Board, states the following:

The Board is authorized to employ an attorney to serve as its legal counsel.

The Board is also authorized to employ assistant School Board attorneys and special counsel to assist the Board's attorney when, in the judgment of the Board, such assistance is necessary.

Further, the Employment Agreement between the School Board and the Board Attorney provides that the Board Attorney "shall be responsible for the selection, hiring and supervision of such additional attorneys as may be necessary for the proper handling of the legal work of the BOARD . . ." and delineates that the Board Attorney "shall make assignments of the legal work of the BOARD to the attorneys assisting him and shall direct the activities of such attorneys." Additionally, this Agreement provides for the selection and retention of outside counsel to the School Board as follows:

II.B. Insofar as the school system demands for legal services exceed the capacity of the ATTORNEY and his staff, the Attorney, with the approval of the BOARD, shall have the right to engage outside counsel to handle specific cases, types of cases, or items of legal business, the compensation for such outside counsel to be approved and paid by the BOARD.

**III.  
THE ROLE OF THE SCHOOL BOARD ATTORNEY  
TO THE SCHOOL BOARD, INDIVIDUAL SCHOOL  
BOARD MEMBERS, THE SUPERINTENDENT OF  
SCHOOLS AND THE SUPERINTENDENT'S STAFF**

The primary and central role of the School Board Attorney is to ensure that the



School Board as a duly constituted political subdivision of the state and constitutionally-created body is at all times provided sound professional legal guidance and representation. In this role, the Board Attorney is required to provide all manners of legal guidance and representation in the delivery of legal services to the Board as a whole, which includes but is not limited to, the rendering of legal opinions, the requesting of opinions from various entities such as the Attorney General, the Florida Commission on Ethics, and others; serving as the School Board's Parliamentarian in following the guidelines of Robert's Rules of Order at all School Board meetings; preparing and representing the Board in complex legal matters, issues and litigation.

As part of the role of the Board Attorney to the Board, the Attorney provides advice and consultation to individual Board members through the delivery and dissemination of formal and informal legal opinions. The Board Attorney and his staff may also undertake the legal representation of an individual Board member if the interest of the individual Board member is not in conflict with that of the full Board and upon authorization by the full Board. On a routine basis, the Board Attorney provides legal guidance to individual Board members as it may pertain to their role as School Board members. The proper role of the Board Attorney does not include rendering any form of advice or representation to an individual Board member in the pursuit of wholly personal matters not inuring to the performance of a Board member in his or her official capacity.

Similarly, the Board Attorney, to ensure the School Board quality legal representation and to minimize legal liability in the implementation of School Board policies, may act to provide legal advice and consultation to the Superintendent of Schools

and his staff. This authorization by the School Board to the Board Attorney necessarily requires and encourages a close working relationship with the Superintendent and staff in meetings and in day to day interaction. The Board Attorney is empowered to represent, advise and counsel the Superintendent or his staff insofar as this legal representation serves the interest of the Board, is not in conflict with Board policies, rules, regulations and procedures. In the event of formal legal representation of the Superintendent or his staff in their individual capacity, authorization for representation is sought by the Board Attorney's Office through School Board approval.

#### IV. THE ORGANIZATIONAL STRUCTURE OF THE SCHOOL BOARD ATTORNEY'S OFFICE

The structure of the School Board Attorney's Office evolved over time as the school district's needs for the delivery of legal services grew in proportion to the legal demands placed upon the Board with the increasing number of students and services the Board became responsible for within the powers and duties set forth in local, state and federal laws.

Prior to November of 1996 when nine School Board members came to be elected by single member residence districts, the Board, itself, numbered seven elected officials selected from the county at large. At that time, the structure of the Board Attorney's Office consisted of the Board Attorney and five Assistant School Board Attorneys, structured and designated as Senior Assistant School Board Attorneys and Assistant School Board Attorneys. Since that time the office has grown and the organizational hierarchy now includes a Deputy Board Attorney, Senior Assistant School Board Attorneys and Assistant

School Board Attorneys. The total number of in-house legal counsel to the current School Board numbers nine attorneys including the Board Attorney.

**V.  
THE DUTIES AND RESPONSIBILITIES OF  
THE SCHOOL BOARD ATTORNEY AND HIS STAFF**

The duties and responsibilities of the School Board Attorney include managing all aspects associated with the delivery of legal services for the School Board. This includes overseeing the legal work of both in-house and outside counsel to the Board, making appropriate recommendations for litigation related services and functions and ensuring that this legal work is conducted in a cost efficient, thorough and professional manner.

Specific duties associated with the position of School Board Attorney, as set forth in the Board Attorney's Employment Agreement with the Board, include but are not limited to, "examination of land titles, acquisition of real property, including condemnation suits, advice and consultation with the various departments, preparation of legal opinions for the BOARD, drafting contracts, bond issues, and representation of the Board in litigation and at administrative hearings."

Each Assistant Senior Board Attorney, regardless of title designation, is responsible to provide assistance to the Board Attorney in the areas of contract review, preparation of legal opinions, handling of litigation and the rendering of such other legal services as may be appropriate as well as the performance of such other duties and assignments as the Board Attorney directs.

Within the hierarchy of the organizational structure, the Deputy Board Attorney oversees the day to day operations of the office, including budget and in-house litigation

functions. The Senior Assistant Board Attorneys each are responsible for two to three teams consisting of administrative law, state and federal litigation, bid protests, rule challenges, exceptional student education and services. The assistant attorneys are active team members and participate in all aspects of advice, counsel and legal defense for the School Board.

**VI.**  
**THE TYPES OF CASES AND ASSIGNMENTS HANDLED**  
**BY THE SCHOOL BOARD ATTORNEY'S OFFICE AND**  
**THOSE OF OUTSIDE COUNSEL TO THE SCHOOL BOARD**

**A. TYPES OF CASES HANDLED BY THE SCHOOL BOARD ATTORNEY'S OFFICE**

In-house counsel for the School Board handle those cases and assignments that over the years have been determined to be of tantamount importance to the School Board. Those cases include, but are not limited to, personnel actions, employment discrimination, constitutional issues involving employee and student rights, bid protests, rule-making challenges, injunctions involving student, personnel and procurement issues, voting and election law issues, Open Government in the Sunshine issues, Public Records law litigation, contract claims and others.

Much of the work handled by in-house counsel is only indirectly associated with litigation related activities. That work focuses primarily on providing advice and consultation regarding the implementation of Board policies to the Superintendent, central administration, school site administration and non-school site administration. The assignments range from offering immediate legal assistance to principals and assistant principals on a variety of faculty and student related concerns including the dissemination

of student records, right of privacy concerns, attendance, grade reporting, parental custody, restraining orders, truancy, interaction with state agencies as well as many other varied topical areas. Non-school site assignments encompass an equally broad array of assignments including serving as police legal advisor, public records custodian, elections law advisor and numerous other types of attendant services and functions covering a wide-range of general civil practice.

**B. CASES HANDLED BY OUTSIDE COUNSEL TO THE SCHOOL BOARD**

The district retains outside counsel in the areas of torts litigation, worker's compensation, insurance and fringe benefits counsel, bond counsel, FCC counsel, eminent domain counsel, complex construction litigation, special tax counsel, as well as other areas that come up from time to time. Currently the School Board has retained outside counsel and has Employment Agreements in place for the above legal areas of coverage. A separate manual entitled "User's Manual to Administer Outside Legal Services" governs the outside counsel firms retained by the School Board and is incorporated by reference into this Manual as Appendix "1".

**VII.  
THE METHODOLOGY FOR SELECTION, RETENTION AND  
TERMINATION OF THE SCHOOL BOARD ATTORNEY, HIS STAFF  
AND OUTSIDE COUNSEL TO THE SCHOOL BOARD**

**A. PROCEDURES FOR REPLACING THE SCHOOL BOARD ATTORNEY**

At the School Board meeting of August 22, 2001, the School Board received a plan of action and procedures for replacing the Board Attorney. Those procedures are herein set forth as follows:

In the event of the departure of the School Board Attorney, the Board may, at the next scheduled School Board meeting, appoint the Deputy Board Attorney to fill the position of Interim Board Attorney to assume the duties of the Office of the School Board Attorney until such time as that position can be filled on a permanent basis. The Board, in its discretion, may also select a permanent School Board Attorney at that meeting.

Should the Board wish to call a special Board meeting for purposes of selecting an interim or permanent School Board Attorney, the Chair of the School Board or a majority of the members of the Board, may pursuant to School Board Rule 6Gx13-8C-1.10, call a special Board meeting, by giving two days' written notice of the time and purpose of the meeting. The agenda for a special meeting shall be announced. At this special meeting, the Board may appoint an Interim Board Attorney or a permanent Board Attorney.

If the Board selects an Interim Board Attorney, he or she will have the legal authority to act as Board Attorney until such time as a permanent Board Attorney is selected.

For the selection of a permanent Board Attorney, the Board will have to decide whether it chooses to select a permanent Board Attorney from all local candidates who apply for the position, or the Board may authorize a national search to fill the position.

In the event of a national search, the Board may authorize staff to conduct this search, hire a consultant or an executive search firm. I recommend retaining an executive search firm in accordance with district selection procedures.

After the executive search firm prepares a list of finalists, the Board may meet and interview the candidates individually prior to making a selection at an open School Board meeting. The meetings with the finalists and the individual Board members must be held in accordance with the Sunshine Law.

If the Board chooses to select a permanent Board Attorney from all local candidates who apply, they may establish the procedure at an open Board meeting. Such procedures may include the method of selecting finalists from among those who

apply. After a list of finalists is determined, the Board may meet and interview the candidates individually as described above.

Upon selection, the Chair of the School Board and a selected outside legal counsel may negotiate the salary and a contract for employment with the successful candidate for the position of Board Attorney.

#### **B. RETENTION OF THE SCHOOL BOARD ATTORNEY**

The Board Attorney is retained by the School Board pursuant to an Employment Agreement that is negotiated by the Chair of the School Board, a selected outside legal counsel, the Board Attorney and his/her counsel, if desired. The Employment Agreement is then submitted to the School Board at a regularly scheduled public meeting for approval. In the past, the Board Attorney's Employment Agreement has been for multi-year terms with an extension provision as follows:

[The Board employs Attorney] for a term commencing July 1, \_\_\_\_\_ and ending June 30, \_\_\_\_\_; provided, however, this term may be extended by the provisions of paragraph VI. Extension.

\* \* \*

VI. Extension. If, on June 30, \_\_\_\_\_, the Attorney is employed as Attorney, then this Agreement shall be extended and continued in full force and effect for a Term ending June 30, \_\_\_\_\_, subject to the modifications previously set forth herein.

#### **C. TERMINATION OF THE SCHOOL BOARD ATTORNEY**

The School Board Attorney may be terminated pursuant to the terms of his/her Employment Agreement with the School Board. Currently, the provision governing termination is set forth as follows:

V. Termination.

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

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

C. Annual Evaluation/Termination. In June of 2000 and of each succeeding year while this Agreement is in force, the BOARD may evaluate the ATTORNEY's performance of his duties. Each Board member may meet individually with the ATTORNEY to review his performance and progress in light of the BOARD's policy decisions and objectives. Such meetings shall consist of full and frank exchanges between the ATTORNEY and the individual Board members, but shall not involve the discussion of foreseeable future Board actions, nor the disclosure by the ATTORNEY to a Board member of another Board member's views.

Following such meetings, the BOARD at a public meeting may discuss the ATTORNEY's performance. If following any such discussion the BOARD determines that the



ATTORNEY's performance is unsatisfactory, the BOARD may take one of the following actions:

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

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

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

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

**D. SELECTION, RETENTION AND TERMINATION OF ASSISTANT SCHOOL BOARD ATTORNEYS**

**1. SELECTION OF ASSISTANT SCHOOL BOARD ATTORNEYS**

Pursuant to the written Agreement between the Board Attorney and the School Board, 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". When necessary, the Board Attorney seeks approval of the Board to hire such additional attorneys. After Board approval, the Board Attorney advertises the position of Assistant School Board Attorney and selects the candidate he/she feels is best capable of providing sound legal representation for the School Board. Subsequently, the Board Attorney recommends the candidate to the Board at a public meeting for approval. At such time an Employment Agreement is also provided to the Board for authorization and approval.

**2. RETENTION OF ASSISTANT SCHOOL BOARD ATTORNEYS**

The legal staff of the Board Attorney are retained pursuant to the terms of an Agreement, which specifically sets forth the terms and conditions of employment between the Board, the Board Attorney and the Assistant Board Attorney. The Agreement is for a term of one year and is renewed through a new agreement in June of each year unless thirty (30) days notice is given by the Board or the Assistant Attorney prior to June 30 of the applicable year.

**3. TERMINATION OF ASSISTANT SCHOOL BOARD ATTORNEYS**

An express provision in the Agreement between the Board, the Board

Attorney and the Assistant Board Attorney provides that the contract may be terminated at the option of the Board Attorney or the Assistant Board Attorney on thirty (30) days' written notice, it being understood that "except as so provided, the [Assistant Attorney's] right to employment shall be subject to the Board Attorney's absolute right to terminate this agreement at will."

**E. SELECTION, RETENTION AND TERMINATION OF OUTSIDE COUNSEL**

The Board Attorney is primarily responsible for the selection of outside counsel to represent the Board in proceedings initiated by or against the Board and in the undertaking of special research and rendering opinions on matters unrelated to a particular claim being handled by outside counsel. In the selection of outside counsel, the Board Attorney considers such criteria as the scope of services required; needs for specific expertise and unique skills; access to or familiarity with governing bodies or customs and laws relative to a particular matter; and outside counsel's track record with reference to particular problems.

Once outside counsel is selected and approved by the Board, a Legal Services Agreement (substantially in form and substance as provided in the "User's Manual to Administer Outside Legal Services") will be entered into between outside counsel and the Board. This Legal Services Agreement will clearly indicate that outside counsel has been retained because specific attorneys in the firm have the skills needed to accomplish a particular task. Accordingly, prior to finalizing the Legal Services Agreement, the Board Attorney will discuss in detail with Outside Counsel various points, such as the general expectations of the Board, areas of possible conflict of interest, areas of expertise,

availability of support staff, who will be lead counsel, billing rates and practices and communication channels between Outside Counsel and Board staff.

In evaluating Outside Counsel services, the Board Attorney will review the work performed by Outside Counsel to ensure that the quality of work remains high, fees charged are appropriate, billing practices are adhered to, cases are properly developed and managed, and that all actions of Outside Counsel are consistent with Board policy and in the Board's best interest.

The Legal Services Agreement provides for termination of services at will at the option of the Board Attorney or Legal Counsel.

**VIII.  
THE METHODOLOGY AND PROCEDURES FOR  
INFORMING THE SCHOOL BOARD ABOUT LITIGATION,  
LEGAL ISSUES AND CHANGES IN THE LAW**

**A. PROCEDURES FOR INFORMING THE SCHOOL BOARD ABOUT LITIGATION**

Whenever the School Board is sued in a matter handled by in-house counsel to the Board, a memorandum is prepared by the Board Attorney's Office notifying the Board of receipt of the summons and complaint. The memorandum further defines the nature and type of claim, the factual allegations and the relief sought. This memorandum is additionally provided by copy to the Superintendent and Risk Management for informational purposes.

During the course of litigation, the Board is kept apprised of the subject litigation through memorandum up to and including the final disposition of the case. If the litigation resolves, the School Board is advised by memorandum. If the litigation results in a

settlement, the settlement is taken to the School Board for approval, unless it is within the Board Attorney's settlement authority range for resolving a case as set forth in School Board Rule 6Gx13-3E-1.09. In that event, the Board attorney informs the Board of the settlement by memorandum only.

**B. INFORMING THE SCHOOL BOARD ABOUT LEGAL ISSUES AND CHANGES IN THE LAW**

Any time the Board Attorney believes it is in the best interest of the Board, Superintendent or staff to be advised about legal issues or changes in the law, the Board Attorney informs the Board through memorandum with copies of the changes in the law, newly decided cases and presents such pertinent information to fully inform the Board on the issue(s). Additionally, the Board Attorney, in consultation with the School Board Chair, may from time to time, schedule a conference session or workshop for the purpose of informing the Board on any legal issue, change in the law or other legal consideration.

In the event the Board Attorney determines that he/she desires advice concerning any active pending litigation, the Board Attorney pursuant to Fla. Stat. Section 286.011, may request a private attorney-client session. The requirements for such private attorney-client meeting, is set forth as follows:

(8) Notwithstanding the provisions of subsection (1), any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public

meeting that he or she desires advice concerning the litigation.

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

(d) the entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

**IX.  
GUIDELINES FOR INTERACTION WITH THE  
SUPERINTENDENT OF SCHOOLS AND METHODS FOR  
RESOLVING POTENTIAL CONFLICTS OF INTERESTS BETWEEN  
THE SCHOOL BOARD AND THE SUPERINTENDENT**

**A. GUIDELINES FOR INTERACTION WITH SUPERINTENDENT OF SCHOOLS**

While no formal guidelines exist for interaction between the Board Attorney and the Superintendent, a pattern and practice has evolved over the years whereby the Board Attorney and his staff are closely involved with the Superintendent and his staff concerning

matters capable of legal issues or potential Board liability. Since Florida law clearly delineates the power, duties, role and responsibilities for both the School Board and the Superintendent, it is critically important that a mechanism exist to ensure that the Board Attorney's Office is kept up to date on the day to day operations of the district which may present issues of legal concern or liability. This is accomplished by the Board Attorney's presence at the agenda preparation meetings, Superintendent's Senior Staff meetings and numerous other meetings where the Superintendent and staff rely upon the Board Attorney or his staff for advice and consultation.

**B. METHODS FOR RESOLVING POTENTIAL CONFLICTS OF INTERESTS BETWEEN THE SCHOOL BOARD AND THE SUPERINTENDENT**

The Board Attorney represents the School Board, itself, and in all instances must remain conscious of this allegiance to the School Board as a whole. The Board has retained the Board Attorney and his staff to ensure the Board's legal protection in its decisions both direct and indirect. Consequently, should the Superintendent recommend action to the Board which could have negative legal consequences, the Board Attorney must take such immediate action as he deems necessary. Those actions would include, but not be limited to, providing an alternate method to the Superintendent for achieving the same desired consequences devoid of legal concerns, advising the Superintendent or staff that the recommendation is not legally permissible or directly advising the Board that the recommendation could have potential legal ramification.

**X.**  
**PROCEDURES FOR REQUESTING LEGAL  
OPINIONS BY THE SCHOOL BOARD, INDIVIDUAL  
BOARD MEMBERS AND THE SUPERINTENDENT**

At a public meeting, the Board may at any time, request that the Board Attorney provide an oral or written legal opinion on any subject emanating from the Board's duties, role and responsibilities. Subsequently, it is incumbent upon the Board Attorney to expeditiously provide the opinion and any supporting documentation necessary to fully respond to the Board's request.

In the event that an individual Board member provides a written request for a legal opinion that pertains to official Board matters, then the Board Attorney is authorized to provide such written opinion. If the request for opinion pertains to a matter of general interest to the Board, then, regardless of whether the individual Board member copied the other Board members, the Board Attorney shall provide a copy to the full Board.

Board Rule 6Gx13-2C-1.13 sets forth the manner and methodology for the Superintendent and his staff to request a legal opinion. The Board rule provides as follows:

**LEGAL OPINIONS -- REQUESTS**

Requests by members of the staff for legal opinions are to be limited to matters of official concern to the school system and must be made to the Superintendent of Schools through the offices of the appropriate area, assistant, associate, or Deputy Superintendent of Schools. The Superintendent of Schools' office forwards the request to the Board Attorney's office.

Requests for opinions pertaining to the legal expenditure of funds may be made directly to the School Board Attorney by the chief auditor.



All requests are to carry the signature of the appropriate administrator.

#### **XI.**

#### **THE ROLE OF THE BOARD ATTORNEY'S OFFICE IN PROVIDING ASSISTANCE IN REVIEWING, DRAFTING AND REVISING DEPARTMENTAL POLICIES AND PROCEDURES**

The Board Attorney's Office works closely on all matters involving School Board policy development. Florida law provides that the School Board is responsible for setting policy for the school district. This policy development or rulemaking may be accomplished independently by Board members or upon recommendation by the Superintendent of Schools. In either event, in all instances the proposed Board rule is reviewed and approved by the Office of the School Board Attorney. In certain instances, the Board Attorney is called upon to assist in the drafting and formulating of the actual rule. In all circumstances, the Board Attorney ensures that the Board rule meets the requirements of law, that rulemaking was appropriately undertaken and that the rule is appropriately advertised and adopted by the School Board at a duly noticed public meeting.

#### **XII.**

#### **EVALUATION AND ASSESSMENT FOR THE BOARD ATTORNEY**

The method and manner for evaluating and assessing the performance of the Board Attorney is set forth in the Employment Agreement between the Board and the Board Attorney as follows:

V.C. Annual Evaluation/Termination. In June of 2000 and of each succeeding year while this Agreement is in force, the BOARD may evaluate the ATTORNEY's performance of his duties. Each Board member may meet individually with the ATTORNEY to review his performance and progress in light of the BOARD's policy decisions and objectives. Such meetings

shall consist of full and frank exchanges between the ATTORNEY and the individual Board members, but shall not involve the discussion of foreseeable future Board actions, nor the disclosure by the ATTORNEY to a Board member of another Board member's views.

Following such meetings, the BOARD at a public meeting may discuss the ATTORNEY's performance. . . .

\* \* \*

Additionally and at all times during the year, individual School Board members are encouraged to meet with the School Board Attorney to provide close communication on all matters of a legal nature and to ensure appropriate avenues for advice, consultation and individual assessment of the Board Attorney's performance and achievements.

# ATTACHMENT 1

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

**USER'S MANUAL  
TO ADMINISTER  
OUTSIDE LEGAL SERVICES**

**OFFICE OF THE SCHOOL BOARD ATTORNEY  
SUITE 400  
1450 NORTHEAST SECOND AVENUE  
MIAMI, FLORIDA 33132**

**2002**

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

**Ms. Perla Tabares Hantman, Chair**

**Dr. Michael M. Krop, Vice Chair**

**Mr. Frank J. Bolaños**

**Mr. Frank J. Cobo**

**Dr. Robert B. Ingram**

**Ms. Betsy H. Kaplan**

**Mrs. Manty Sabatés Morse**

**Dr. Marta Pérez**

**Dr. Solomon C. Stinson**

**Mr. Merrett R. Stierheim  
Superintendent of Schools**

**Mr. Johnny Brown  
School Board Attorney**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

OFFICE OF SCHOOL BOARD ATTORNEY

USER'S MANUAL  
TO ADMINISTER  
OUTSIDE LEGAL SERVICES

## I. INTRODUCTION

This Manual has been developed to provide guidance to School Board Administrative Departments ("Administration") that utilize the services of Outside Legal Counsel ("Outside Counsel"). It is especially important to establish a clear understanding with regard to the working relationship between the Administration, the Office of School Board Attorney ("School Board Attorney") and the offices of Outside Counsel. While the value of the services provided by Outside Counsel is clearly recognized, there is an increasing concern with the costs for such services. Therefore, the intent of these guidelines is to encourage a continuous dialogue between the Administration, the School Board Attorney and Outside Counsel so that the legal affairs of The School Board of Miami-Dade County, Florida ("School Board") are handled in a highly professional and cost-efficient manner. To this end, the procedures which follow have been drawn carefully to allow for the appropriate flexibility on the part of Outside Counsel while retaining the desired amount of accountability.

## II. SELECTION OF OUTSIDE COUNSEL

A. The purpose of retaining Outside Counsel is twofold: (1) to protect the interests of the School District, and (2) to better manage the legal affairs of the School District by providing the legal analysis and skills necessary to defend non-meritorious cases and to resolve cases of probable liability. These guidelines will foster a better understanding of how legal services for the School District should be handled by the Administration to best achieve these goals. While all sections of these guidelines are to be followed, the guidelines are not intended to be exhaustive. This manual strives for a common sense approach to the handling of legal matters, combined with close and timely communication in order to develop an effective working relationship with Outside Counsel.

B. In the selection and allocation of work to Outside Counsel, the Administration should consider the following criteria:

1. the scope of legal services required;
2. the expertise of Outside Counsel;
3. the existing work load and availability of Outside Counsel;
4. the need for "independent" legal opinion;
5. the need for special qualifications such as specific expertise, unique skills, access to or familiarity with governing bodies or customs and laws or membership in local bar;
6. the Outside Counsel's consistency with School District's W/MBE program requirements; and
7. the Outside Counsel's established track record with reference to particular problems similar to matters for which Outside Counsel is retained.



The School District and School Board Attorney do not necessarily subscribe to the commonly accepted notion that the client hires a law firm rather than a particular lawyer. Accordingly, the Administration should be mindful that when a case is assigned to Outside Counsel, it is because of his or her reputation or history of obtaining good results. Therefore, it is necessary for the Administration to ensure that the attorney assigned the case be the attorney performing the work or directly overseeing performance of the work, unless otherwise authorized by the School Board or the Administration.

C. The initial contract with Outside Counsel will be approved by the School Board Attorney. During initial negotiations, the Administration must be prepared to discuss in detail with the School Board Attorney and Outside Counsel the following points:

1. general expectations of the School District;
2. areas of possible conflict of interest;
3. areas of expertise of Outside Counsel;
4. availability of support staff;
5. who will be lead counsel;
6. hourly rate and billing practices; and
7. communication channel between Outside Counsel and the School District.

After Outside Counsel has been selected and approved, a contract will be entered into substantially in the form and substance as in Appendix A, attached hereto.

### III. WORKING RELATIONSHIP

A. The Administration should strive to be sensitive to the professional status of Outside Counsel and should endeavor to use care to foster a relationship based on mutual trust and respect. In this regard, and in carrying out these guidelines, the Administration should consult with the School Board Attorney and work closely with Outside Counsel on significant matters to make certain that:

1. the quality of work remains high;
2. the fees charged are appropriate and billing practices adhered to;
3. the cases are properly developed and managed; and
4. all actions on behalf of the School District are consistent with the School District's policies and in its best interest.

B. In any matter in which Outside Counsel is retained, it will be made clear to the Administration that the School District has retained Outside Counsel because specific attorneys in the firm have the skills needed to accomplish a particular task. Accordingly, the minimum participation of the Administration along with the School Board Attorney will be to generally review the work performed by Outside Counsel. Further, it is expected that the lead attorney will continue to be responsible for the matter through its completion, and that such responsibility is not to be delegated without the consent of the School Board Attorney and the Administration. Where delegation of work is required to accomplish greater efficiency, it should be done in a manner to avoid duplication of effort, such as assigning more than one attorney to attend a deposition, mediation, etc.

C. The Administration should impress upon Outside Counsel that prompt reporting, early evaluation and timely communication are top priorities in efficiently managing the legal affairs of the School District. When Outside Counsel reports to the School Board Attorney, reports will ordinarily be limited to two: the initial assessment, at the time Outside Counsel feels appropriate, and at any request for settlement. Reports should not exceed five (5) pages without attachments, and updates may append the previous report(s). In addition to reports and updates, the School Board Attorney and Administration should require a notice of disposition. All reports to auditors are to be billed at no more than one hour per case, and copies of such reports must be sent to the School Board Attorney, Office of Risk Management and Gallagher Bassett, or its successor. Thirty-day reports, when required, can be limited to a brief opinion of liability and directions as to what else remains to be done. Outside Counsel should be required to provide an early evaluation of each matter so that the School Board Attorney and Administration can dispose of liability cases as soon as possible. The School Board Attorney will advise Outside Counsel that settlement should not be recommended on the eve of trial when the facts of the case were known earlier in the litigation. Outside Counsel should be asked to evaluate and mediate cases as soon as possible, and if unable to settle, try the case.

D. Generally, the Administration should advise Outside Counsel that they will have free access to employees and staff in handling legal matters for the School District. Where exceptions exist, contacts will be made through the Administration or the School Board Attorney.

E. The Administration along with the School Board Attorney, where necessary, will discuss with Outside Counsel any methods required to insure that each matter is handled as efficiently as possible. Both Outside Counsel and the Administration should make it a consistent practice to consider whether the potential benefit of a possible course of action is justified by its

anticipated cost. In some instances, the Administration may have to request Outside Counsel to provide cost estimates for the required action and may ask Outside Counsel to assist in the preparation of a budget in close consultation with the Administration or the School Board Attorney or other designated School District staff.

#### IV. FEE AND BILLING PROCEDURES

##### A. General

At the time Outside Counsel is retained, the Administration should obtain a clear understanding of how fees are to be determined, the frequency of billings and the information to be contained in the billings. The Administration is primarily responsible for determining that the bill is consistent with the fee and billing procedures; that the work covered by the bill has been performed in a satisfactory manner, and that any unusual or unexpected charges are fully explained. It is imperative that expenses are incurred using good judgment on the part of the Administration. Accordingly, the Administration should expect Outside Counsel to use good judgment when billing the School District for services and expenses.

##### B. Fee Guidelines

It is not the policy of the School Board or School Board Attorney to require that any particular fee arrangement be agreed to in every engagement. Instead, the Administration is expected to establish an agreement on a fee arrangement which is appropriate for the work to be performed.

The best protection against unreasonable fees is an appropriate fee arrangement based upon:

1. the reputation of Outside Counsel, including the awareness that cost and efficiency are significant factors in the provision of legal services;
2. the knowledge of Outside Counsel that the School District is concerned about costs; and
3. the ability of the Administration to work with Outside Counsel to minimize costs by the efficient utilization of time.

## C. Billing Procedures

### 1. General

The Administration should require identical billing. Block billing is unacceptable. Administration should make sure that charges for legal services are made in accordance with the agreed fee arrangement. Statements for services rendered must contain certain minimum information, and Outside Counsel should be advised that only bills containing such information will be processed for payment. Outside Counsel must be informed that bills are to be submitted (quarterly, monthly, etc.) and include at least the following:

- a) date and description of service;
- b) number of hours spent for each itemized service;
- c) identification of person performing work, and billing rate;
- d) expenses and disbursements;
- e) a tally of each person's charges calculated on the basis of their hourly rate; and
- f) total legal expenses for each case or matter being handled.

Unless approved in advance by the School Board Attorney and Administration, the School District will not reimburse Outside Counsel for the following:

- 1) on-line database, legal research;
- 2) out-of-county travel;
- 3) transportation other than coach;
- 4) overtime expenses;
- 5) outside research service;

- 6) word processing/secretarial work; and
- 7) administrative processing fees.

## 2. Attorney Billing

Outside Counsel should be advised that the School District expects to have only two attorneys work on a case unless otherwise approved by the Administration or the School Board Attorney. Only one attorney is to bill for a mediation, deposition or hearing. Time charged for all attorneys, paralegals, professionals and law clerks will be paid at the agreed hourly rates. It is important for the Administration to stress that time charged for tasks such as interoffice conferencing, non-professional duties, preparing bills, opening a new file, organizing a file or training personnel are considered "overhead" charges and will not be reimbursed to Outside Counsel.

## 3. Photocopying

Outside Counsel is to be reimbursed photocopying cost calculated at \$.15 cents per one-sided page and \$.20 cents per double-sided page..

## 4. Legal Research

Upon prior approval by the School Board Attorney or the Administration, the actual cost to Outside Counsel for on-line database research billed by a legal research computer company (ie., Lexis, Westlaw) is reimbursable. Outside Counsel must maintain and make available to the Administration invoices to support these charges.

## 5. Facsimile

Outside Counsel is to be reimbursed \$1.00 per page charged for transmission of documents associated with School District matters via facsimile. Outside Counsel must maintain and make available to the Administration invoices to support these charges.

## 6. Local and Overnight Delivery

When local delivery is necessary by messenger, Outside Counsel is to be reimbursed for the actual cost from an outside vendor. Where there is a compelling need for overnight delivery, only the actual cost of the outside vendor is to be reimbursed. Outside Counsel must maintain and make available to the Administration invoices to support these charges.

## 7. Meals/Travel

In the event the School Board Attorney or Administration authorizes out-of-county travel, Outside Counsel is to be reimbursed \$.29 cents per mile for auto travel mileage, and airfares are reimbursable at business or coach rates. Per diem for lodging and meals for approved out-of-county travel is to be reimbursed at the same rate allowable to School District employees pursuant to Florida Statutes.

### D. Billing Statements.

The Administration should return to Outside Counsel for redrafting, deletion or clarification, any billing statements not meeting the requirements of these fee and billing procedures.



## V. LEGAL AUDITS

It is important for the Administration to obtain agreement from Outside Counsel to allow the School District, or its authorized representatives, to audit any files placed with Outside Counsel. The School Board or its authorized representatives must have the right of full access and right to audit, upon reasonable notice and during regular business hours, any of the Outside Counsel's records supporting the billing to the School District, and the right to recover any excess billings as a result of that audit. Excess billings include but are not necessarily limited to costs not specified in the Legal Services Agreement or any hours or parts thereof billed for which Outside Counsel has no supporting records, time sheets, appointment calendars or any other records used for billing purposes. Any adjustments or payments which must be made as a result of such audit shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the audit findings to the Outside Counsel and upon request of the Administration. Any audit shall be at the expense of the School District.

The Administration should advise that during the audit, Outside Counsel will not be required to assign lawyers or anyone else to assist the audit team. In fact, very few questions arise during the actual audit. The primary, but not sole purpose of the audit is to determine compliance with these procedures and the reasonableness of the hours billed. Thus, it is not necessary for the contact partner or Outside Counsel to be on-site during the audit. At the end of the audit, the auditors will first review their preliminary findings with the Administration and School Board Attorney, then with a representative from the Outside Counsel's management and offer an opportunity to address any concerns.

## VI. GIFTS AND GRATUITIES

The School Board's policy does not allow its Attorney, officers or employees to accept gifts or gratuities over twenty-five dollars from any Outside Counsel. The Administration should advise that cooperation in this regard by Outside Counsel is appreciated.

## VII. EVALUATION OF OUTSIDE COUNSEL

In order to insure the best available counsel to represent the interests of the School District, it is essential for the School Board Attorney and Administration to properly evaluate those Outside Counsel which provided services. It is the responsibility of the Administration, with input from the School Board Attorney, to assess and evaluate the services provided by Outside Counsel on at least an annual basis at the conclusion of the year in which services are provided or at the conclusion of services if within a year. Evaluation by the Administration must consist of an open and honest discussion of Outside Counsel's billing practices and legal services provided to the School District.

## VIII. CONCLUSION

The foregoing procedures are to guide the Administration in their selection and use of Outside Counsel. Situations may arise which require flexibility in administering of these procedures. When circumstances dictate the need for a change in procedure, approval for required modifications should be sought from the School Board or the School Board Attorney, as appropriate.

**APPENDIX A**

**LEGAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2002, by and between The School Board of Miami-Dade County, Florida, located at 1450 N. E. Second Avenue, Miami, Florida 33132, hereinafter referred to as the "Board", and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, hereinafter referred to as "Legal Counsel".

**WITNESSETH:**

WHEREAS, the Board desires to retain Legal Counsel to represent the Board in proceedings initiated by or against the Board and in actions or causes of action involving \_\_\_\_\_; and

WHEREAS, Legal Counsel agrees to offer its services to the Board under terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board hereby retains \_\_\_\_\_, as Legal Counsel commencing on the date of this Agreement, and Legal Counsel hereby covenants to represent the Board as set forth below.

2. Legal Counsel shall represent the Board in proceedings involving \_\_\_\_\_, as may be assigned by, and under the guidance and supervision of the School Board Attorney, and shall represent the Board in such other litigation or legal matters as Legal Counsel may agree to handle at the request of the School Board Attorney.

3. In addition to the normal and customary services to be rendered, Legal Counsel shall, upon specific request of the School Board Attorney, provide additional special services such as undertaking special research and rendering opinions on matters unrelated to a particular claim being handled by Legal Counsel, and preparation of special contracts and agreements that may be similarly unrelated to a particular matter.

4. For all of the legal services, including any additional special services described in the Agreement, Legal Counsel shall be compensated and reimbursed for expenses at the rates as provided in the Legal Counsel Fees/Expenses/Reimbursement Schedule attached hereto as "Exhibit A" and made a part hereof.

5. Subject to the terms and conditions of "Exhibit B", the Board will furnish or reimburse Legal Counsel for court costs, duplicating charges, facsimile charges, court reporters' fees, postage, online database legal research and other expenses necessarily incurred by the Legal Counsel in the performance of their services, and where necessary, will authorize out-of-county travel at the lowest available airfare with related lodging and meals to be reimbursed in accordance with State Law.

6. The Board shall provide Legal Counsel the reasonable and timely services of its staff, employees, School Board Attorney and other consultants as necessary and appropriate to facilitate Legal Counsel's work in representing the Board.

7. All of the legal services, including any additional special services, described in the Agreement shall be governed by the procedures, as may be developed from time to time, provided in "Exhibit B", attached hereto and made a part hereof.

8. Neither the Legal Counsel, any member of Legal Counsel's firm nor any law firm with which Legal Counsel has become associated will accept business which will be adverse to the Board or its functions.

9. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

10. The Board and the Legal Counsel agree that time is of the essence in this Agreement and therefore the services to be performed by Legal Counsel in accordance with this Agreement shall be performed in an expeditious manner.

11. The School Board or its authorized representative shall have the right of full access and right to audit, upon reasonable notice and during regular business hours, any of the Legal Counsel's records supporting the billing to the Board; and the right to recover any excess billings as a result of that audit. Any audit shall be at the expense of the Board. Excess billings include but are not necessarily limited to costs not specified in this Agreement or any hours or parts thereof billed for which the Legal Counsel has no supporting records, time sheets, appointment calendars or any other records used for billing purposes. Any adjustments or payments which must be made as a result of such audit shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the audit findings to the Legal Counsel.

12. This document and exhibits hereto incorporate and include all prior negotiations, correspondence, conversations, agreements, or understandings of the parties applicable to the matters contained herein and the parties agree that there are no other commitments, agreements or

understandings concerning the subject matter of this document and exhibits hereto. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. This Agreement and the services required hereunder shall not be assigned, conveyed, sublet or disposed of nor shall any rights and obligations be transferred by the Legal Counsel.

14. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

15. This Agreement may be terminated at will at the option of the Board Attorney or Legal Counsel upon fifteen (15) days written notice to the Board and to the Board Attorney, or to Legal Counsel, as the case may be.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seal as of the day and year first above written.

Attest:

By: \_\_\_\_\_  
Secretary

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

By: \_\_\_\_\_  
Chair

**LEGAL COUNSEL:**

By: \_\_\_\_\_  
For the Firm

APPROVED AS TO FORM:

By: \_\_\_\_\_  
School Board Attorney



**EXHIBIT "A"**

**LEGAL COUNSEL FEES/EXPENSES/REIMBURSEMENT SCHEDULE**

The Board shall pay Legal Counsel fees, expenses and reimbursements for services provided,

as follows:

1. \$\_\_\_\_\_ per hour for legal services.
2. \$\_\_\_\_\_ per hour for paraprofessional services and law clerks.
3. \$1.00 per page for facsimile charges.
4. \$.15 cents per one-sided page and \$.20 cents per double-sided page.
5. \$.29 cents per mile for travel mileage.
6. On line database legal research to be billed at cost.
7. Airfares for approved out-of-county travel to be at business or coach rates.
8. Per diem for lodging and meals for approved out-of-county travel to be the same allowable to School Board employees.

## EXHIBIT "B"

### PROCEDURES FOR PROVIDING LEGAL SERVICES

All legal services provided under this Agreement shall be subject to procedures, as follows:

1. Reports to the School Board Attorney will ordinarily be limited to two: the initial assessment, whenever you feel that is appropriate, and a request for settlement. Reports should not exceed five (5) pages without attachments. When updates are provided, please do so by attaching the previous report(s) and giving an update. The School Board Attorney requires a notice of disposition.
2. Legal Counsel should use one of the designated court reporters at the rates agreed to.
3. Reports to auditors should be billed at no more than one hour per case. Copies of these reports should be sent to the School Board Attorney, Risk Management and Gallagher Bassett, or its successor.
4. Information submitted by facsimile or telecopy should not be mailed.
5. Secretarial work should ordinarily not be billed by attorneys, e.g., notices of hearing, preparation of subpoenas.
6. Only one attorney will be billed for a mediation, deposition or hearing unless otherwise approved by the School Board Attorney
7. Settlement on the eve of trial creates higher bills for such items as jury instructions, etc. Accordingly, Legal Counsel should mediate cases as soon as possible and if unable to settle, try the case.
8. Only two attorneys will work on a file unless otherwise approved by the School Board Attorney.
9. Gallagher Bassett or its successor or appropriate administrative staff will return any marked up and reduced bills so that any comments may be reviewed for further discussion.
10. Thirty-day reports can be limited to a brief opinion of liability and directions to Gallagher Bassett or its successor as to what else needs to be done.
11. Prior School Board Attorney approval will be required for online database legal research and all out-of-county travel.

**The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:**

**Title VII of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion or national origin.**

**Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.**

**Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.**

**Age Discrimination in Employment Act of 1967 (ADEA), as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.**

**Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.**

**Americans With Disabilities Act of 1990 (ADA) prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.**

**The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.**

**Florida Educational Equity Act - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.**

**School Board Rules 6Gx13-5D-1.10, 6Gx13-4A-1.01, and 6Gx13-4A-1.32 prohibit harassment and/or discrimination against a student or employee on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.**

***Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preference for employment.***

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

**Ms. Perla Tabares Hantman, Chair**  
**Dr. Michael Krop, Vice-Chair**  
**Mr. Frank J. Bolaños**  
**Mr. Frank J. Cobo**  
**Dr. Robert B. Ingram**  
**Ms. Betsy H. Kaplan**  
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**Dr. Marta Pérez**  
**Dr. Solomon C. Stinson**

**Mr. Merrett R. Stierheim**  
**Superintendent of Schools**

**Mr. Johnny Brown**  
**School Board Attorney**

**Ms. Patricia D. Bass**  
**Deputy Board Attorney**

**Ms. Madelyn P. Schere**  
**Senior Assistant Board Attorney**

**Mr. Luis M. Garcia**  
**Senior Assistant Board Attorney**

**Ms. Ana I. Segura**  
**Senior Assistant Board Attorney**

**Ms. Pamela Y. Chance**  
**Assistant Board Attorney**

**Ms. Denise Wallace**  
**Assistant Board Attorney**

**Ms. Mindy L. McNichols**  
**Assistant Board Attorney**

**Ms. Marci A. Rosenthal**  
**Assistant Board Attorney**