

Ms. Perla Tabares Hantman, Vice Chair

**SUBJECT: FEEDBACK SPECIFIC TO SCHOOL BOARD  
ATTORNEY'S PERFORMANCE DEFICIENCIES**

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

**LINK TO DISTRICT  
STRATEGIC PLAN: IMPROVE STAKEHOLDER SATISFACTION**

The Employment Agreement between the School Board Attorney and the School Board provides that the Board Attorney "shall be responsible for the handling of all of the legal matters of the Board...." Implicit in this required contractual provision is the necessity that the Board Attorney or appointed designee be in attendance at all publicly-noticed meetings of the Board or its members. This is especially critical if the meeting has as its topic matters that could subject the Board or its members to legal liability or exposure.

On June 9, 2008, the Board Attorney deliberately failed to attend an advertised and properly noticed Board member workshop in the School Board Auditorium to discuss the school district's annual adoption of the budget and the financial shortfall associated with the budget. This intentional action to neither attend personally nor to designate appropriate staff to assist the Board occurred despite the fact that a Board member requested in writing well in advance that the Attorney be present. Compounding this willful neglect of duties was the Board Attorney's failure to advise that she or a designee would not be in attendance. The Attorney remained silent, thus, not alerting the Board that the meeting would be devoid of legal representation for the Board and the members who were present.

The School Board is the Board Attorney's client. I believe that the Board Attorney should never take positions that are or may be adverse to the desires or positions of the Board or its members. Not to represent the Board in the performance of its official duties is, in my opinion, inexcusable and constitutes gross insubordination and willful neglect of duties as defined in Florida law. Moreover, this is a material breach of the Board Attorney's Employment Agreement and may constitute cause for termination of employment as set forth in Section V.A. Termination for Cause of the Agreement.

My concern is the result of a series of failures by the School Board Attorney in the performance of her official duties culminating in this instance of lack of representation when it was necessary, desirable and appropriate.

**H-17**

**ACTION PROPOSED BY SCHOOL BOARD**

**VICE CHAIR PERLA TABARES HANTMAN:** That The School Board of Miami-Dade County, Florida, and the School Board Attorney receive the information on the School Board Attorney's inadequate performance as set forth in this agenda item.