

Dr. Solomon C. Stinson, Chair

SUBJECT: FINAL DETERMINATION ON SCHOOL BOARD ATTORNEY'S CONTRACT AND RECOMMENDED RENEWAL OF SPECIAL COUNSEL

LINK TO DISTRICT STRATEGIC PLAN: IMPROVE STAKEHOLDER SATISFACTION

At the November 18, 2008 School Board meeting, in accordance with Agenda Item H-2 ("Receive Result of Mediation and Recommendation from the Special Counsel on the School Board Attorney's Contract") presented by Agustin J. Barrera, School Board member, the Board took action to terminate for cause the School Board Attorney's Contract. Subsequently, by letter dated December 15, 2008, Ms. JulieAnn Rico submitted her response to the School Board's notice of termination for cause.

Subsection A of § V ("Termination for Cause") of the Employment Agreement between the School Board and Ms. Rico, provides that:

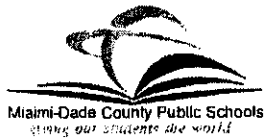
The Attorney shall have a period of thirty (30) days from the adoption of the Notice of termination to submit to the Board a response in writing to any or all the reasons set forth in the Notice of Termination. In the event that the Attorney provides such written response to the Board, then at the end of the thirty (30) day period, the Board shall make final determination as to termination.

The conditions of section V. A having been met, the Board—pursuant to said provision of the employment agreement—must now make a final determination with regard to termination of the contract. This item is presented to permit the Board to make such a final determination, as it deems appropriate with respect to the subject employment agreement.

In addition, at its Special meeting of September 4, 2008, the Board selected Mr. Murray Greenberg as its Special counsel to provide legal services with respect to the School Board Attorney's and the Superintendent's contract of employment (Item SP-2). Mr. Greenberg's contract expired on December 31, 2008 (a copy is attached). However, as this item indicates his work on the School Board Attorney's contract will likely continue into 2009. As such, this item also seeks the issuance of a new contract to Mr. Greenberg under the same terms and conditions as the prior contract for a six (6) month period.

ACTION PROPOSED BY

DR. SOLOMON C. STINSON, CHAIR: That The School Board of Miami-Dade County, Florida: 1) as it deems appropriate, make a final determination as to the School Board Attorney's contract; and 2) issue a new contract to Mr. Murray Greenberg, Esq., under the same terms and conditions as the contract that ended on December 31, 2008.



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 4th day of September, 2008, by and between
The School Board of Miami-Dade County, Florida, hereinafter referred to as the 'AGENCY', and _____

MURRAY GREENBERG, ESQ., hereinafter referred to as the 'CONTRACTOR', is as follows:

(Name of Contracting Party/Organization)

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform the following:

Nature of Contracted Services: Mr. Greenberg will serve as Special Counsel to the Board pursuant to the Board's approval of the attached Agenda Item SP-2-September 4, 2008 Special Meeting. In this capacity, Mr. Greenberg will provide legal services for interpretation of the Board's obligation under the contracts of Dr. Rudolph Crew, Superintendent and Ms. Julie Ann Rico, Board Attorney, and to negotiate, if possible, a resolution of any dispute between the Board and the Superintendent and the Board and the Board Attorney. Special Counsel will also review

~~Anticipated Outcome of Contracted Services:~~ and negotiate the new Superintendent's contract. This representation of the Board in this matter specifically excludes the representation of the Board in any litigation that is related to these matters.

Location of Contracted Service: Murray A. Greenberg, P.A., 11755 S.W. 68th Court, Miami, FL 33156

Date(s)/Hours of Service: Various dates and hours throughout the contract.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 4th day of September, 2008, and shall complete performance to the satisfaction of the Agency no later than the 31st day of December, 2008. The Agency reserves the right to terminate this Agreement without cause by giving thirty days written notice to the Contractor.

3. COMPENSATION

in an amount not

The Agency shall, upon completion of services by the Contractor, compensate the Contractor ~~in the amount of \$~~ to exceed \$25,000.00 ~~which shall constitute the amount due under this contract.~~ Contracts exceeding \$25,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the Agency in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by Florida Statute Section §112.061 and Board Rule 6Gx13- 4C-1.07.

4. PAYMENT SCHEDULE

Payment will be generated by the Agency's Accounts Payable Department within 45 days after completion of services. Payment will be made as indicated below:

Upon approval of invoices, at the rate of \$350.00 per hour.

5. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement of understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. GOVERNING LAW

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

8. HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitor. The following shall be deemed to be indemnitees: the School Board of Miami-Dade County, Florida and its members, officers and employees.

9. TERMINATION AND SUSPENSION

The Agency may terminate this Agreement upon 30 days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to Agency by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the Agency shall allow the Contractor to incur all necessary and proper costs which the Contractor cannot reasonably avoid during the termination process.

10. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Agency may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon 15 days advance written notice by the Agency and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon 15 days advance written notice from the Agency.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Agency determines that the Contractor has jeopardized the safety and welfare of the agency or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967.

12. ACCESS TO RECORDS

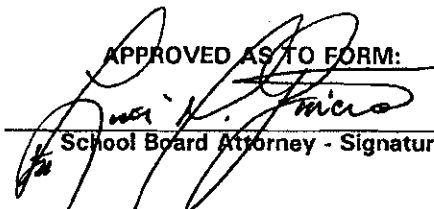
The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the Agency, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain all records for three (3) years after final payment is made or received and all pending matters are completed.

13. PATENTS, COPYRIGHTS AND ROYALTIES

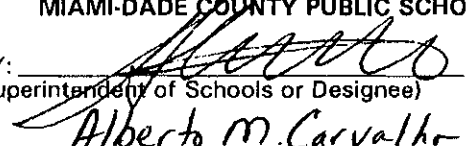
All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

APPROVED AS TO FORM:



School Board Attorney - Signature

BY:  Signature
(Superintendent of Schools or Designee)

Alberto M. Carvalho
(Name Typed)

SUBMITTED BY:



Charge Location Administrator - Signature

VENDOR/CONTRACTOR
BY:  Signature

Name: MURRAY GREENBERG, ESQ.
(Name Typed) (Title)

Regional Superintendent/Division Head - Signature

Address: 11755 S.W. 68th Court
Miami, FL 33156

Office of Grants Administration (if applicable)

Social Security No. (If individual) _____
F.E.I.N. (If organization) _____
School Board Employee: Yes No
M-DCPS Employee No. _____

NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).