

Office of School Board Attorney  
Walter J. Harvey, Board Attorney

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA APPROVE THE EMPLOYMENT OF ASSISTANT SCHOOL BOARD ATTORNEYS TO FILL VACANCIES CREATED BY THE ASSIGNMENT OF THE ASSISTANT SCHOOL BOARD ATTORNEY FOR CONSTRUCTION/LITIGATION AND BY THE RESIGNATION OF AN ASSISTANT SCHOOL BOARD ATTORNEY FOR PERSONNEL/LITIGATION**

**COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY**

In accordance with the School Board Attorney's Office's ("SBAO") approved organizational structure, the positions of Assistant School Board Attorney for Construction/Litigation and the position for Assistant School Board Attorney for Personnel/Litigation were established and classified by the Board. The establishment of these positions has served to produce substantial savings to the Board, and their continuation is expected to do the same.

As a result of current and forthcoming vacancies in the aforementioned positions (one of the SBAO attorneys has been assigned to a new position within District, while another attorney is resigning to accept outside employment), the Board Attorney is requesting the approval of the employment of Assistant School Board Attorneys to fill these vacancies. Having completed the screening and interview process, the Board Attorney is requesting authorization to enter into contractual agreements with Mr. Robert Paul Washington, Esq., and Mr. Jeff James, Esq., to fill these Assistant School Board Attorney vacancies. The proposed contracts and job descriptions are attached. References and resumes will be forwarded to the Board under separate cover.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, approve the employment contracts for Mr. Robert Paul Washington, Esq., to the position of Assistant School Board Attorney (Construction/Litigation), and Mr. Jeff James, to the position of Assistant School Board Attorney (Risk Management/Litigation).

# MIAMI-DADE COUNTY PUBLIC SCHOOLS

## JOB DESCRIPTION

### IDENTIFICATION INFORMATION

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|----|------------------------|--|
| 1. | JOB TITLE:             | Assistant School Board Attorney, Risk Management/Litigation Supervisor |
| 2. | DEPARTMENT:            | Board Attorney's Office  |
| 3. | IMMEDIATE SUPERVISOR:  | School Board Attorney  |
| 4. | PAY GRADE:             | 60 (Contract)  |
| 5. | JOB CODE:              | 8106   |
| 6. | BARGAINING UNIT:       | 6  |
| 7. | POSITION AUTHORIZED:   | Board Item G-2, November 16, 2005                                      |
| 8. | DATE OF LAST REVISION: | Board Item G-4, February 10, 2010                                      |
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### OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. Manages cases, assistant attorneys, 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. Processes threatened lawsuits served on the District and coordinates with adjusters for the handling of same.
7. In conjunction with School Board Attorney, gives authorization for resolution of threatened lawsuits handled by outside counsel and adjusters in accordance with applicable laws and Board Rules.
8. In conjunction with School Board Attorney, gives authorization of resolution of tort lawsuits handled by outside counsel and adjusters in accordance with applicable laws and Board Rules.
9. In conjunction with School Board Attorney, assigns tort lawsuits to outside counsel.
10. Receives service of process for summons and complaints served on the School Board Attorney's Office.
11. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
12. 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.
13. Provides legal advice to school District officials with regard to legal issues.
14. Reviews, supervises and approves the work of Associate Attorney for Litigation in the provision of legal services to the school District.
15. Represents District in litigation matters as assigned by School Board Attorney.
16. Follows adopted policies and procedures in accordance with School Board priorities.
17. 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.
18. 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: sitting, mobility, 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.

## EMPLOYMENT CONTRACT

This Employment Contract, made and entered into this 13th day of March 2013, by and between The School Board of Miami Dade County, Florida, hereinafter referred to as the Board, and JEFF JAMES, hereinafter referred to as the Employee.

### Witnesseth

Whereas, the Board desires to enter into an agreement with the Employee and to fix the terms and conditions of employment by this Employment Contract; and

Whereas, the Employee is willing to accept employment upon the terms and conditions set forth herein;

Now, therefore, the Board and Employee, for the considerations herein specified, agree as follows:

#### 1.0 TERM

- 1.1 The Board hereby employs the Employee, and the Employee accepts employment as, **ASSISTANT SCHOOL BOARD ATTORNEY – RISK MANAGEMENT/LITIGATION**, for a term beginning March 30, 2013 and ending March 30, 2014 ("Original Term"), unless sooner terminated as set forth herein. The term of this Employment Contract shall be automatically extended and continue in full force and effect for additional two (2) year terms ("Extension Term") subject to the termination provisions below. For purposes of this Employment Contract, the "Term of this Agreement" shall mean the Original Term and all Extension Terms, if any.

#### 2.0 DUTIES

- 2.1 The Employee shall perform the duties of the job as may be assigned by the Board, Board Attorney, Superintendent, or designee.

#### 3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the annual salary approved by the Board, at its meeting of March 13, 2013, Agenda Item G-2. The Employee will continue to receive compensation at an annual salary of \$74,000.00. This salary amount shall remain in effect throughout the Term of this Agreement. However, if managerial exempt employees receive any compensation increase at any time during the Term of this Agreement, the annual salary shall be increase at no less than the increase received by these employees.
- 3.2 The Employee shall be entitled to membership in the Florida Retirement System in the Regular Employee Classification as required by Florida Retirement System Rule 60S-1.004.
- 3.3 As governed by School Board Policy 1120.01, the Employee will receive term life insurance equal to two (2) times the Employee's annual base salary effective January 1<sup>st</sup> each year for the Term of this Agreement, such premiums for the coverage to be paid for by the Board. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five (5) times the annual base salary. Proof of insurability to the satisfaction of the insurance company may be required.
- 3.4 The Employee is entitled to receive healthcare coverage. The School Board's monthly contribution for employee's individual healthcare shall be equal to that which the School Board authorized for managerial exempt personnel.

3.5 The Board will pay the annual dues for employee's membership in the Florida Bar during the Term of this Agreement.

**4.0 TERMINATION**

4.1 The Employment Contract may be terminated by the Board Attorney or Employee on thirty (30) days' prior written notice to the Board and Board Attorney or to Employee, as the case may be, it being understood that except as so provided, the said Employee's right to employment shall be at will.

4.2 The Employee understands and agrees that by accepting employment under the terms of this Employment Contract, that there is no guarantee of continued employment, tenure, or any other expectation, reasonable or otherwise, except as set forth herein.

**5.0 MISCELLANEOUS**

5.1 The Employee agrees to comply faithfully with federal laws, the laws of the State of Florida and with all the rules and regulations of the Board of Education of the State of Florida and of The School Board of Miami Dade County, Florida.

5.2 The Employee agrees that this Employment Contract contains the entire agreement between the Board and Employee, and all other agreements and oral representations are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have hereunto signed their names to this Employment Contract, at Miami-Dade County, Florida, this \_\_\_\_ day of March, 2013.

Employee \_\_\_\_\_  
JEFF JAMES

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA

By \_\_\_\_\_  
(Superintendent or Designee)

APPROVED AS TO FORM and LEGAL SUFFICIENCY:

\_\_\_\_\_  
Walter J. Harvey,  
School Board Attorney

# MIAMI-DADE COUNTY PUBLIC SCHOOLS

## JOB DESCRIPTION

### IDENTIFICATION INFORMATION

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|----|------------------------|---|
| 1. | JOB TITLE:             | Senior Assistant School Board Attorney,<br>Business Operations/Construction |
| 2. | DEPARTMENT:            | Board Attorney's Office   |
| 3. | IMMEDIATE SUPERVISOR:  | School Board Attorney   |
| 4. | PAY GRADE:             | (Contract)  |
| 5. | JOB CODE:              | 8100  |
| 6. | BARGAINING UNIT:       | 6   |
| 7. | DATE OF LAST REVISION: | <del>November 15, 2007</del> <u>October 14, 2009</u>                        |
| 8. | POSITION AUTHORIZED:   | Board Item G-2, November 16, 2005   |
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### OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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 five (5) 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 five (5) years of drafting and negotiating contracts including experience in construction/architectural or engineering agreements, other governmental procurement, finance, or other complex drafting and negotiating.

## EMPLOYMENT CONTRACT

This Employment Contract, made and entered into this 13th day of March 2013, by and between The School Board of Miami Dade County, Florida, hereinafter referred to as the Board, and Robert Paul Washington, hereinafter referred to as the Employee.

### Witnesseth

Whereas, the Board desires to enter into an agreement with the Employee and to fix the terms and conditions of employment by this Employment Contract; and

Whereas, the Employee is willing to accept employment upon the terms and conditions set forth herein;

Now, therefore, the Board and Employee, for the considerations herein specified, agree as follows:

### 1.0 TERM

- 1.1 The Board hereby employs the Employee, and the Employee accepts employment as, **ASSISTANT SCHOOL BOARD ATTORNEY – CONSTRUCTION/LITIGATION**, for a term beginning March 13, 2013 and ending March 13, 2014 ("Original Term"), unless sooner terminated as set forth herein. The term of this Employment Contract shall be automatically extended and continue in full force and effect for additional two (2) year terms ("Extension Term") subject to the termination provisions below. For purposes of this Employment Contract, the "Term of this Agreement" shall mean the Original Term and all Extension Terms, if any.

### 2.0 DUTIES

- 2.1 The Employee shall perform the duties of the job as may be assigned by the Board, Board Attorney, Superintendent, or designee.

### 3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the annual salary approved by the Board, at its meeting of March 13, 2013, Agenda Item G-2. The Employee will continue to receive compensation at an annual salary of \$98,000.00. This salary amount shall remain in effect throughout the Term of this Agreement. However, if managerial exempt employees receive any compensation increase at any time during the Term of this Agreement, the annual salary shall be increase at no less than the increase received by these employees.
- 3.2 The Employee shall be entitled to membership in the Florida Retirement System in the Regular Employee Classification as required by Florida Retirement System Rule 60S-1.004.
- 3.3 As governed by School Board Policy 1120.01, the Employee will receive term life insurance equal to two (2) times the Employee's annual base salary effective January 1<sup>st</sup> each year for the Term of this Agreement, such premiums for the coverage to be paid for by the Board. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five (5) times the annual base salary. Proof of insurability to the satisfaction of the insurance company may be required.
- 3.4 The Employee is entitled to receive healthcare coverage. The School Board's monthly contribution for employee's individual healthcare shall be equal to that which the School Board authorized for managerial exempt personnel.

3.5 The Board will pay the annual dues for employee's membership in the Florida Bar during the Term of this Agreement.

4.0 TERMINATION

4.1 The Employment Contract may be terminated by the Board Attorney or Employee on thirty (30) days' prior written notice to the Board and Board Attorney or to Employee, as the case may be, it being understood that except as so provided, the said Employee's right to employment shall be at will.

4.2 The Employee understands and agrees that by accepting employment under the terms of this Employment Contract, that there is no guarantee of continued employment, tenure, or any other expectation, reasonable or otherwise, except as set forth herein.

5.0 MISCELLANEOUS

5.1 The Employee agrees to comply faithfully with federal laws, the laws of the State of Florida and with all the rules and regulations of the Board of Education of the State of Florida and of The School Board of Miami Dade County, Florida.

5.2 The Employee agrees that this Employment Contract contains the entire agreement between the Board and Employee, and all other agreements and oral representations are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names to this Employment Contract, at Miami-Dade County, Florida, this \_\_\_\_\_ day of March, 2013.

Employee \_\_\_\_\_  
Robert Paul Washington

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA

By \_\_\_\_\_  
(Superintendent or Designee)

APPROVED AS TO FORM and LEGAL SUFFICIENCY:

\_\_\_\_\_  
Walter J. Harvey,  
School Board Attorney