

Office of School Board Attorney
JulieAnn Rico, Board Attorney

**SUBJECT: SCHOOL BOARD AUTHORIZATION TO RENEW PROPOSED
CONTRACTS FOR ASSISTANT BOARD ATTORNEYS**

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

The School Board Attorney is recommending the following contract renewals and contract amendments for the Board's approval:

Ana R. Craft, Esquire
Senior Attorney - Real Estate and Planning, (Contract)

Ms. Craft received a Bachelor of Arts Degree in Psychology and Foreign Languages and a Juris Doctorate from the University of Miami, Coral Gables, Florida. In October 1991, Ms. Craft founded Ana R. Craft, P.A. Attorney-at-Law, an active real estate practice of which she was president and owner. Prior to that, Ms. Craft had served as Senior Resident Counsel and Managing Attorney for the Blackwell & Walker, P.A., Kendale Lakes Branch, Miami, Florida. Ms. Craft has been a member in good standing of the Florida Bar since 1977. Ms. Craft is presently a senior attorney in the Real Estate Planning Pod. In this capacity, Ms. Craft handles all matters involving real estate issues for the District. Ms. Craft provides legal advice and represents the School Board in transactional matters, including, but not limited to, negotiation of real estate acquisitions, drafting of purchase and sale agreements, commercial leases, interlocal agreements, and dealing with land use and planning issues, concurrency, administrative agency interfacing, including permits and applications and environmental issues. Ms. Craft works closely with assigned departments to effectively implement all pertinent policies.

Luis M. Garcia, Esquire
Chief Regulatory Compliance & Governance, (Contract)

Mr. Garcia graduated from the University of Miami School of Law in 1992 and first joined the School Board Attorney's office in February 1993 as an Assistant School Board Attorney. In this capacity, Mr. Garcia specialized in representing the school district in emergency injunction hearings and litigation in state and federal court in the areas of labor and employment, and business and commercial related matters. In 1997, Mr. Garcia was promoted to Senior Assistant School Board Attorney and continued to represent the Board

REVISED
G-2

in state and federal court litigation and before the Third District Court of Appeals. Mr. Garcia has also represented the District before the County's Environmental Quality Control Board, and in bid protest hearings and rule challenges before the Division of Administrative Hearings. Mr. Garcia currently serves as the Chief of Regulatory Compliance & Governance for the District. In this capacity, Mr. Garcia oversees district-wide regulatory and compliance issues, and serves as the School Board Attorney's designee in the absence of the Board Attorney, provides legal advice and represents the School Board in the areas of governance, policy making, regulatory compliance, legislation, administrative procedures, public records, public meetings, ethics, and Board opinions. Mr. Garcia also interacts with other legal staff as well as District Administration, to provide legal opinions, and develop administrative policies, procedures and compliance programs.

Kimberly Hall, Esquire

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

Ms. Hall has over twelve (12) years of experience in the practice areas of contracts, real estate and business operations. For the past seven years, Ms. Hall acquired extensive school law experience as an attorney with the school districts of Palm Beach County and Miami-Dade County. Ms. Hall is presently the Associate Attorney in the Business Operations/Construction Pod. In this capacity, Ms. Hall has reviewed over 2,000 contracts for the District. In addition to conducting the requisite legal review, Ms. Hall drafts, prepares, and negotiates vendor contracts, purchasing, leasing, and interlocal agreements. In this position, Ms. Hall works at the direction of the Senior Attorney for the Business Operations/Construction Pod.

Mary Lawson, Esquire

Assistant Senior Attorney - Academic Programs & Compliance, (Contract)

Ms. Lawson joined the School Board Attorney's office in 2006. Prior to joining our office, Ms. Lawson represented the Broward County Public Schools in a similar capacity. Ms. Lawson obtained her law degree from Howard University School of Law in Washington, D.C. where she served as an executive editor of the law review. After obtaining her law degree, Ms. Lawson joined the firm of Hogan & Hartson, LLP, and worked on issues including education, immigration, and civil rights. Before commencing her law career, Ms. Lawson received an undergraduate degree in Political Science and a Master's degree in teaching from the University of Pittsburgh, and was a secondary social studies teacher in Pittsburgh, PA, Broward County, FL and Anne Arundel County, MD, for a total of seven years. Ms. Lawson works at the direction of the Senior Attorney for Academic Programs & Compliance Pod and handles the District's Exceptional Student Education, Discipline, and Section 504 cases. Ms. Lawson also regularly provides legal advice to the District on a range of student issues, including academics, ESE, student discipline, truancy, student records, civil rights and due process.

Jorge A. López, Esquire

Senior Attorney - Litigation/Risk Management, (Contract)

Mr. López received his Juris Doctorate magna cum laude in May, 1998 from the University of Miami School of Law. Mr. López has been a member of the Florida Bar since 1998 and was formerly a partner with the law firm of Akerman, Senterfitt, P.A. in Miami, Florida. Mr. Lopez joined the School Board Attorney's office in January and is the Senior Attorney for

the Litigation Pod. In this capacity, Mr. López handles over 20 active tort and personal injury cases, manages cases and oversees outside tort counsel and the legal support staff in this Pod. Mr. López also provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigations matters. In carrying out these responsibilities, Mr López works closely with the District's Risk & Benefits Management Department and all other relevant departments to provide pertinent necessary legal support and training for risk avoidance.

Melinda McNichols, Esquire
Senior Attorney - Academic Programs & Compliance, (Contract)

Mindy McNichols has a Master's Degree in Education and is a graduate of Duke University School of Law in Durham, North Carolina. Ms. McNichols has been an attorney with the School Board for the last five years, primarily practicing in the areas of employment, exceptional student education, civil rights and employment law. She has over twenty (20) years of legal experience, eight of which were in the political arena as Chief of Staff for Miami-Dade County Commissioner, Katy Sorenson. Ms. McNichols is the Senior Attorney in charge of the Academic Programs & Compliance Pod. In this capacity, she manages cases and supervises the attorney, and legal support staff in this Pod. Ms. McNichols provides legal advice and represents the School Board in the areas of academic programs/contracts, student truancy, expulsions, disciplinary matters, Exceptional Student Education, student records, custody issues, charter schools, and the Safe Schools Program.

Jean Marie Middleton, Esquire
Chief, Litigation, (Contract)

Ms. Middleton is a graduate of Howard University School of Law in Washington, D.C. She primarily practices in the areas of personnel, labor, employment and general civil litigation. She has over 20 years of legal experience working for governmental and corporate entities and in private practice. She is currently the Chief of Litigation for the District. Ms. Middleton supervises the attorneys and staff in both the Litigation and the Personnel Pods. In her capacity as Chief of Litigation, Ms. Middleton reviews all pending cases, provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and general civil litigation.

Janeen Richard, Esquire
Assistant Senior Attorney - Personnel, (Contract)

Ms. Richard received her Juris Doctorate cum laude in May, 1996 from the University of Miami School of Law. Ms. Richard has been a member of the Florida Bar since 1997 and was formerly a senior litigation attorney with the law firm of Akerman, Senterfitt, P.A. in Ft. Lauderdale, Florida. Ms. Richard works at the direction of the Senior Attorney for Personnel Pod. Ms. Richard provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.

Ana I. Segura, Esquire
Senior Attorney - Personnel, (Contract)

Ms. Segura practiced law in California for 15 years, handling commercial, employment and civil rights litigation matters. She served as a member of the Board of Trustees of the Los Angeles County Bar Association, where she was an active member of the Judicial Appointments Committee. She was also appointed to serve as a Commissioner for the Board of Pension Commissioners for the Firefighters and Police Officers of the City of Los Angeles. Ms. Segura joined the School Board Attorney's office in September 1999 and has earned a distinguished record in representing the School Board in federal and appellate courts in matters concerning employment and civil rights laws. Ms. Segura currently serves as the Senior Attorney in charge of the Personnel Pod. In this capacity, Ms. Segura provides legal advice and represents the School Board in the areas of personnel, disciplinary matters, employee relations, school police, and worker's compensation.

Stephen Shochet, Esquire
Senior Attorney - Business Operations/Construction, (Contract)

Stephen Shochet came to the Miami-Dade County Public Schools after 3 years with the Palm Beach County School District where he provided legal representation for the Construction and Purchasing Departments, as well as handling numerous business issues. Prior to that, Mr. Shochet was in private practice, where he concentrated on construction and commercial litigation. Mr. Shochet is a graduate of the University of Maryland School of Law, where he was on the Editorial Board of the Law Review. Mr. Shochet brings over forty (40) years experience in the field of business operations and construction law. Mr. Shochet currently holds the senior level position in the Business Operations/Construction Pod. In this capacity, Mr. Shochet manages the litigation for this Pod, the Contract Specialist Attorney, and legal support staff. In addition, Mr. Shochet provides legal advice and represents the School Board in the areas of construction, claims and contract management, purchasing contracts, public bid process/protests, transportation, food and nutrition, and risk benefits management. Mr. Shochet works closely with the Procurement Management, Construction, Transportation, Finance and Risk Benefits Management departments to provide all pertinent necessary legal counsel and support.

The Board Attorney's office further recommends the following contract effective January 1, 2008 through December 31, 2008 for the Board's approval:

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

Dr. Randall Burks concentrates on appellate practice and administrative law, governance, and regulatory compliance, involving extensive legal research and writing. Among the numerous briefs filed by Dr. Burks, was a brief in opposition to a petition for certiorari in the U.S. Supreme Court, now cited as one of the hallmark cases governing student speech and religious activity in schools. Dr. Burks is a member of The Florida Bar's Education Law Committee. Along with his Juris Doctor law degree, he holds an M.Ed. in Educational Leadership and a Ph.D. in Educational Administration, Curriculum, and Instruction. Dr. Burks serves as a consultant to the School Board Attorney and provides extensive legal assistance with critical issues facing the District within his areas of expertise. Dr. Burks is currently finalizing the databases that will be utilized in the Rules Revision Project, an

initiative proposed by the Board Attorney to ensure the District's compliance with the requirements of Chapter 120 of the Florida Statutes. Dr. Burks' availability on an as-needed basis supports the work of the Regulatory Compliance & Governance Pod and has made it possible to decrease the number of full-time attorney positions in the Legal department.

In order to have uniformity with respect to the term and the performance period for each attorney's contract, the contracts for all attorneys will be renewed as of December 1, 2007 and will expire on November 30, 2009. In addition, each contract has been amended to include the following provisions:

- The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract (currently dues are \$265 per year).
- Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.] REVISED
- In order to more accurately reflect the level of experience of the attorneys in each of the specified positions, a change in title of these positions is being recommended, from Associate Attorney to "Assistant Senior Attorney," and from Senior Associate Attorney to "Senior Attorney, as indicated in the attached job descriptions

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

1. Authorize the renewal of the attached contracts amended in the manner specified in this item, with: Ana Craft, Esquire, as Senior Attorney of Real Estate and Planning; Luis M. Garcia, Esquire, Chief of Regulatory Compliance & Governance; Kimberly M. Hall, Esquire, as Assistant Senior Attorney – Business Operations/Construction; Mary Lawson, Esquire, as Assistant Senior Attorney – Academic Programs & Compliance; Jorge Lopez, Esquire, as Senior Attorney - Litigation/Risk Management; Mindy McNichols, Esquire, as Senior Attorney – Academic Programs & Compliance; Jean Marie Middleton, Esquire, as Chief of Litigation; Janeen Richard, Esquire, as Assistant Senior Attorney – Personnel; Ana I. Segura, Esquire, as Senior Attorney – Personnel; Stephen Shochet, Esquire, as Senior Attorney – Business Operations/Construction; and Randall Burks, as contract attorney;
2. Approve change in title from Associate Attorney to "Assistant Senior Attorney," and from Senior Associate Attorney to "Senior Attorney, as indicated in the attached job descriptions; and

3. Approve a three percent (3%) annual incentive increment for each full-time staff attorney whose contract is being renewed.

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and ANA R. CRAFT, hereinafter referred to as "CRAFT;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ CRAFT as SENIOR ATTORNEY – REAL ESTATE AND PLANNING at an annual salary of ONE HUNDRED FIFTY-SIX THOUSAND and 00/100 (\$156,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and CRAFT may agree.
2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.
3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Ana R. Craft

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior-Associate-Attorney, Real Estate & Planning |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8104 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and LUIS M. GARCIA, hereinafter referred to as "GARCIA;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ GARCIA as CHIEF OF REGULATORY COMPLIANCE AND GOVERNANCE at an annual salary of ONE HUNDRED EIGHTY THOUSAND and 00/100 (\$180,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and GARCIA may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board

Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Luis M. Garcia

Approved as to Form:

JulieAnn Rico
School Board Attorney

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and KIMBERLY M. HALL, hereinafter referred to as "HALL;"

W I T N E S S E T H

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ HALL as ASSISTANT SENIOR ATTORNEY – BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE at an annual salary of ONE HUNDRED THIRTY THOUSAND and 00/100 (\$130,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and HALL may agree.
2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.
3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board

Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Kimberly M. Hall

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | <u>Assistant Senior Associate-Attorney</u> , Business
Operations/Contracts/Real Estate |
| 2. | | Board Attorney's Office |
| 3. | DEPARTMENT: | School Board Attorney |
| 4. | IMMEDIATE SUPERVISOR: | (Contract) |
| 5. | PAY GRADE: | 8200 |
| 6. | JOB CODE: | 6 |
| 7. | BARGAINING UNIT: | November 4, 2005 |
| 8. | DATE OF LAST REVISION: | Board Item G-2, November 16, 2005 |
| 9. | POSITION AUTHORIZED: | |
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

AMENDED AGREEMENT

THIS AMENDMENT to that certain Agreement dated the 21st day of November, 2006, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and MARY S. LAWSON, hereinafter referred to as "LAWSON;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ LAWSON as ASSISTANT SENIOR ATTORNEY – ACADEMIC PROGRAMS AND COMPLIANCE at an annual salary of ONE HUNDRED TWENTY THOUSAND and 00/100 (\$120,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and LAWSON may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Mary S. Lawson

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

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|---------------------------|---|
| 1. JOB TITLE: | <u>Assistant Senior Associate</u> -Attorney, Academic |
| 2. | Programs & Compliance |
| 3. DEPARTMENT: | Board Attorney's Office |
| 4. IMMEDIATE SUPERVISOR: | School Board Attorney |
| 5. PAY GRADE: | (Contract) |
| 6. JOB CODE: | 8205 |
| 7. BARGAINING UNIT: | 6 |
| 8. DATE OF LAST REVISION: | November 4, 2005 |
| 9. POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

AMENDED AGREEMENT

THIS AMENDMENT to that certain Agreement dated the 13th day of December, 2006, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and JORGE A. LOPEZ, hereinafter referred to as "LOPEZ;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ LOPEZ as SENIOR ATTORNEY – LITIGATION/RISK MANAGEMENT at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and LOPEZ may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Jorge A. Lopez

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

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

OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and MELINDA L. McNICHOLS, hereinafter referred to as "McNICHOLS;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ McNICHOLS as SENIOR ATTORNEY – ACADEMIC PROGRAMS AND COMPLIANCE at an annual salary of ONE HUNDRED FIFTY THOUSAND and 00/100 (\$150,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and McNICHOLS may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board

Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Melinda M. McNichols

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney, Academic Programs & Compliance |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8103 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and JEAN MARIE MIDDLETON, hereinafter referred to as "MIDDLETON;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ MIDDLETON as CHIEF OF LITIGATION at an annual salary of ONE HUNDRED SEVENTY THOUSAND and 00/100 (\$170,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and MIDDLETON may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Jean Marie Middleton

Approved as to Form:

JulieAnn Rico
School Board Attorney

AMENDED AGREEMENT

THIS AMENDMENT to that certain Agreement dated the 13th day of December, 2006, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and JANEEN R. RICHARD, hereinafter referred to as "RICHARD;"

W I T N E S S E T H

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ RICHARD as ASSISTANT SENIOR ATTORNEY - PERSONNEL at an annual salary of ONE HUNDRED TWENTY THOUSAND and 00/100 (\$120,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and RICHARD may agree.
2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.
3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

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

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Janeen R. Richard

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | <u>Assistant Senior-Associate-Attorney</u> , Personnel |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8203 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and ANA I. SEGURA, hereinafter referred to as "SEGURA;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ SEGURA as SENIOR ATTORNEY - PERSONNEL at an annual salary of ONE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SIXTY and 00/100 (\$154,960.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and SEGURA may agree.
2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.
3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board

Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Ana I. Segura

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--------------------------------------|
| 1. | JOB TITLE: | Senior Associate Attorney, Personnel |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8105 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

SECOND AMENDED AGREEMENT

THIS SECOND AMENDMENT to that certain Agreement dated the 16th day of November, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and STEPHEN L. SHOCHET, hereinafter referred to as "SHOCHET;"

WITNESSETH

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

THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS:

1. The BOARD agrees to employ SHOCHET as SENIOR ATTORNEY – BUSINESS OPERATIONS/CONSTRUCTION at an annual salary of ONE HUNDRED FIFTY-SIX THOUSAND and 00/100 (\$156,000.00) Dollars, payable in biweekly installments, for the period from December 1, 2007 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and SHOCHET may agree.

2. The School Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this contract.

3. Effective January 1, 2008, the attorney shall be eligible to receive an annual incentive pay increment equal to no more than 3% of the attorney's annual salary. Said annual increment shall be awarded to the attorney so long as the pay increment is recommended by the School Board

Attorney, and supported by a satisfactory annual performance evaluation and subject to sufficient funds in the School Board Attorney's office budget to cover said incentive pay increment.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of November, 2007.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
Stephen L. Shochet

Approved as to Form:

JulieAnn Rico
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior Associate Attorney, Business Operations/Construction |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8100 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | November 4, 2005 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
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OCCUPATIONAL SUMMARY

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

EXAMPLE OF DUTIES

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

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

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

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

PLEASE SIGN AND PRINT

REVIEWED BY: JulieAnn Rico Allison DATE: 11/08/05
Originating Supervisor

APPROVED BY: _____ DATE: _____
Department Head

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

REVIEWED BY: Terri A. Chester DATE: 11/08/05
Civil Rights Compliance

REVIEWED BY: Gloria P. Simmons DATE: 11/08/05
Diversity Compliance

APPROVED BY: Maria T. Perez DATE: 11/08/05
Human Resources

REVIEWED BY: _____ DATE: _____
Chuck Burdeen
DCSAA Representative

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

THIS CONTRACT is entered into this 13th day of December, 2006, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter the "BOARD"), as the governing body of the School District of Miami-Dade County, Florida, and **RANDALL D. BURKS, B.A., M.Ed., Ph.D., J.D.** (hereinafter the "CONSULTANT"), with the following terms:

1. **CONTRACT.** The initial term of this Contract shall be effective during the one-year period from January 1, 2007, through December 31, 2007, with an option to renew or extend as further agreed to by both parties.

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

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

- completing and maintaining the Web database application developed by the CONSULTANT for a rules-revision project;
- customizing and maintaining software programs for time logging and case management which were programmed by the CONSULTANT; and/or
- performing other responsibilities as requested by the School Board Attorney.

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

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

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

4. **LOCATION OF WORK.** As an independent contractor, CONSULTANT shall be responsible for setting his own time and place of work. CONSULTANT will provide the services agreed to under this Contract from off-site. CONSULTANT shall be reasonably available to the School Board Attorney via telecommunications during normal business hours and agrees to make himself available to the School Board Attorney in person when reasonably possible, upon reasonable request and reasonable advance notice.

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

6. **COMPENSATION.** For services performed by CONSULTANT as outlined in this Contract from January 1, 2007 through December 31, 2007, BOARD agrees to pay the CONSULTANT the reasonable hourly rate of \$100 (one hundred dollars).

a. Based on the hourly rate of \$100 and an anticipated maximum of 2,000 hours, payments under this Contract shall not exceed \$200,000 for the services provided in the 12-month period between January 1, 2007 and December 31, 2007.

b. The CONSULTANT may normally be paid for services on a biweekly basis (i.e., once per two weeks), after submission of a time sheet for that two-week period. Payment terms are net 10 days from the date of submitting the invoice.

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

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

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

8. **BOARD SUPPORT.** The parties understand and agree that BOARD may provide the use of computer equipment, access to the computer network, photocopiers, and regular telephone equipment, a connection to the District's BlackBerry server if requested, a Westlaw or LexisNexis account, and occasional clerical assistance to the CONSULTANT, to assist the CONSULTANT in carrying out his duties for BOARD.

a. In general, CONSULTANT shall be expected to provide most clerical functions himself. BOARD shall not supply a paralegal or other staff for the benefit of the CONSULTANT, although CONSULTANT may work with and delegate certain tasks to a paralegal or secretary for the benefit or convenience of BOARD and the School Board

Attorney, consistent with the direction of the School Board Attorney.

b. CONSULTANT agrees to maintain a cellular phone or BlackBerry, at his own expense, to assist in maintaining contact with the School Board Attorney during regular business hours when CONSULTANT is, as usual, working off-site.

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

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

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

11. **TERMS AND CONDITIONS.**

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

CONSULTANT shall maintain attorney's malpractice insurance, for his benefit and for the benefit of BOARD, throughout the term of this contract. CONSULTANT shall indemnify and hold BOARD harmless from liability for any alleged legal malpractice or any intentional or negligent act or omission of CONSULTANT.

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

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

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

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

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

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

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

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

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

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

15. **ENTIRE CONTRACT.** This Contract, including all exhibits hereto, constitutes the entire Contract between BOARD and CONSULTANT with respect to the subject matter hereof, and it supersedes all other prior oral or written understandings or contracts relating to the subject matter hereof. This Contract may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, this Contract has been executed on the 21st day
of ~~December~~ ^{January, 2007}, 2006 (the date when executed by the last signatory below), nunc pro tunc
to December 13, 2006.

CONSULTANT

SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Randall D. Burks
Dr. RANDALL D. BURKS, Esq.

By: [Signature]
AGUSTIN J. BARRERA, Board Chair

Reviewed and Approved by:

ATTEST:

[Signature]
JULIEANN RICO, Esq.
School Board Attorney

[Signature]
RUDOLPH F. CREW, Ed.D., Superintendent