

Office of School Board Attorney
JulieAnn Rico, Board Attorney

SUBJECT: SCHOOL BOARD ATTORNEY'S OFFICE STAFFING AND BUDGET
COMMITTEE: INNOVATION, EFFICIENCY AND GOVERNMENTAL RELATIONS

This Board item is requesting certain School Board authorizations necessary for the continued effective and efficient operation of the School Board Attorney's office and delivery of legal services in light of the serious budget constraints for the 2009 fiscal year.

The School Board Attorney's office was restructured in November, 2005. As a result, a zero based budgeting review took place within the department, and a general budget reduction of \$900,000 was made. Additionally, over the last two (2) years, additional operating budget cuts have been made with additional savings of \$791,000 for a total cumulative reduction of \$1,691,000 over three years. Controls and spending limits were placed on supplies, travel, periodicals/research materials, and equipment. With respect to salaries and positions, a number of functions were combined in order to eliminate positions and extract efficiencies and costs savings.

The main goal of the department restructuring was to reduce expenditures of legal fees. A District-wide savings in excess of \$667,476 has been realized. Litigation which was handled previously by outside counsel, is being handled by in-house attorney staff. We have reported these trends to the Board over the past two (2) years.

In order to continue these costs savings, while providing the efficient and effective delivery of legal services, we are proposing a further reduction to our budget for the 2009 fiscal year. The budget below has assumed a number of anticipated factors:

1. A likelihood of increased litigation.¹
2. A likelihood of increased costs of materials, in-County travel, court reporters and Division of Administrative Hearing Administrative Law Judges' fees.

REVISED
G-1

¹ This budget does not assume the likelihood of future catastrophic claims or suits.

In order to achieve the budget reduction of 19% overall with a monetary savings of \$595,000, in the proposed FY 09 budget, the following adjustments are recommended:

1. Reduce Senior Personnel Attorney position to an entry level position.
2. Reduce Associate Attorney for Academic position to an entry level position.
3. Eliminate all out-of-county travel, with the exception of any travel necessary for litigation or case-related representation.
4. Eliminate all hourly expenditures for law clerks, interns, or outside counsel paid by the School Board Attorney budget.
5. Reduce overtime expenditures for support staff. Maintain strict controls on utilization of overtime.
6. Paralegal, Secretary to the School Board Attorney and Budget Specialist were eliminated from last year's budget.
7. Do not fund, in fiscal year 08-09, the raises for attorneys that were approved by the Board at its November 20, 2007 meeting.
8. Reduce contracted attorney's contract by \$150,000 to conclude December 31, 2008.

The above adjustments would result in an overall operating budget savings of 19%, in the total amount of \$611,148.00. } REVISED

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

- (1) Convert Senior Personnel Attorney to Associate Attorney, General Litigation I, approve the attached Job description, and authorize execution of the attached contract; } REVISED
- (2) Convert Associate Academic Programs to Associate Attorney, Academic Programs I, approve the attached job description, and authorize execution of contract; and } REVISED
- (3) Amend the contract between Dr. Randall Burks and The School Board of Miami-Dade County, Florida to limit the contract to an amount not to exceed \$50,000, with an expiration date of December 31, 2008.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

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|---------------------------|---|
| 1. JOB TITLE: | Associate Attorney, General Litigation I
(Entry Level) |
| 2. DEPARTMENT: | Board Attorney's Office |
| 3. IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. PAY GRADE: | (Contract) |
| 5. JOB CODE: | TBA |
| 6. BARGAINING UNIT: | 6 |
| 7. DATE OF LAST REVISION: | |
| 8. POSITION AUTHORIZED: | Board Item G-1, May 21, 2008 |
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OCCUPATIONAL SUMMARY

Entry level position; works at the direction of the Chief of Litigation. Provides legal advice and represents the School Board in all areas of litigation matters; works closely with Risk Management and all other departments to provide all 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 avoidance, and other litigation matters.
2. Assists in drafting and/or reviews board policies, contracts, and documents relating to areas of responsibility.
3. Performs, as necessary, legal research and preparation of legal opinions.
4. Provides legal advice to School District officials with regard to legal issues.
5. Represents District in litigation matters as assigned by Board Attorney or designee.
6. Follows adopted policies and procedures in accordance with School Board priorities.
7. 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.

8. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This is light work which requires the following physical activities: bending, stooping, kneeling, twisting, reaching, sitting, standing, mobility, lifting up to 30 pounds occasionally, 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. Will have become a member in good standing of The Florida Bar within six (6) months of employment with the District.
3. Demonstrated ability to communicate the law to others and to successfully manage and supervise employees.
4. Demonstrated ability to work with diverse groups and effectively communicate both orally and in writing.

AGREEMENT

THIS AGREEMENT dated this _____ day of May, 2008, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and TEDDRA JOY GADSON, hereinafter referred to as "GADSON;"

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

WHEREAS, the said BOARD ATTORNEY desires that GADSON be employed as LAW CLERK until she successfully obtains admission to the Florida Bar and then the position of ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL, and GADSON desires to accept such employment subject to all the provisions of the said Agreement between the BOARD and the BOARD ATTORNEY;

NOW, THEREFORE, the parties hereto agree as follows:

1. The BOARD agrees to employ GADSON as LAW CLERK at an annual salary of FORTY FIVE THOUSAND and 00/100 (\$45,000), and upon admission to the Florida Bar as ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL at an annual salary of SIXTY THOUSAND and 00/100 (\$60,000.00) Dollars, payable in biweekly installments, for the period from July 1, 2008 to November 30, 2009, subject to increase as the BOARD, the BOARD ATTORNEY, and GADSON may agree.

2. The parties acknowledge and agree that GADSON'S employment hereunder shall be subject to a 60-day initial probationary period, during which this Employment Agreement may be terminated at the sole discretion of the BOARD ATTORNEY upon written notice to GADSON. Continued employment under this contract shall be contingent upon GADSON'S obtaining admission to the Florida Bar within six (6) months employment.

3. In addition to the compensation herein above provided, GADSON shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to the managerial exempt employees of the BOARD, and shall be entitled to reimbursement for travel and related expenses according to applicable law and BOARD Rules and regulations.

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

5. Effective July 1, 2009, 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.

6. The duties and assignments of GADSON as ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL shall include the responsibilities as set forth in the Job Description for ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL, as amended from time to time, and the performance of such other duties and assignments as the BOARD ATTORNEY shall direct. In the conduct of her duties, she shall be fully and solely responsible and accountable to the BOARD ATTORNEY.

7. GADSON agrees to devote her full time and efforts to the performance of her duties and responsibilities as ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL and further agrees not to accept or perform any legal services for any client other than the BOARD which may in any way conflict with the legal business of the BOARD or with her duties and responsibilities as such ASSOCIATE ATTORNEY – GENERAL LITIGATION I, ENTRY LEVEL.

8. This Contract may be terminated at the option of the BOARD ATTORNEY or GADSON on thirty (30) days written notice to the BOARD and to the BOARD ATTORNEY, or to GADSON, as the case may be, it being understood that except as so provided, the said GADSON 'S right to employment shall be subject to the BOARD ATTORNEY'S absolute right to terminate this Agreement at will.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Miami-Dade County, Florida, this _____ day of May 2008.

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Rudolph F. Crew, Ed.D., Secretary

By: _____
Agustin J. Barrera, Chairman

By: _____
TEDDRA JOY GADSON

Approved as to Form:



Julie Ann Rice
School Board Attorney

EDUCATION

2005-Present	St. Thomas University School of Law Juris Doctor Candidate, May 2008 Intercultural Human Rights Law Review	Miami, FL
2003-2005	Nova Southeastern University Candidate for Master of Science in Educational Leadership	Fort Lauderdale, FL
1999-2002	Florida State University Bachelor of Science in Human Sciences & Counseling	Tallahassee, FL

SKILLS/CERTIFICATIONS

2006	Certified in Advanced Legal Research – Westlaw & Lexis-Nexis
2005	Florida Professional Teaching Certification – Elementary Education K-6 (valid through 2010)
1999	Extremely skilled in Word Perfect & Microsoft Office Suite (Word, Excel, Power Point, & Access)

**References available upon request.*

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

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|---------------------------|---|
| 1. JOB TITLE: | Associate Attorney, Academic Programs I (Entry Level) |
| 2. DEPARTMENT: | Board Attorney's Office |
| 3. IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. PAY GRADE: | (Contract) |
| 5. JOB CODE: | TBA |
| 6. BARGAINING UNIT: | 6 |
| 7. DATE OF LAST REVISION: | |
| 8. POSITION AUTHORIZED: | Board Item G-1, May 21, 2008 |
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OCCUPATIONAL SUMMARY

Entry level position; 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, 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.
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: mobility, twisting, reaching, sitting, standing, 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. Will have become a member in good standing of The Florida Bar within six (6) months of employment with the District.
3. Demonstrated ability to communicate the law to others and to successfully manage and supervise employees.
4. Demonstrated ability to work with diverse groups and effectively communicate both orally and in writing.