

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA APPROVE THE RESTRUCTURING OF THE SCHOOL BOARD ATTORNEY'S OFFICE, APPROVE NEW JOB TITLES, APPROVE THE REVISED ORGANIZATIONAL CHART, APPROVE PAYMENT OF UNUSED AND ACCRUED LEAVE, APPROVE SCHOOL BOARD ATTORNEYS' AND LAW CLERK'S CONTRACTS, AND APPROVE SUPPORT STAFF CONTRACTS AND STEP INCREASES

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

The last time the organizational structure of the School Board Attorney's Office was modified was on August 2, 2006. Since that time, due to the state's economic situation, our school district has dramatically altered its organizational structure and its operations in order to meet the critical needs of our schools. As a result of these significant changes to our District, we are proposing a restructuring of the School Board Attorney's office to be more adequately aligned to the District's present and projected long term legal needs. In addition, the assistant school board attorneys' contracts will expire in November and new and amended contracts are presented for the Board's approval (copies of which are attached).

The proposed organizational chart adjusts for the unique requirements to the actual demands for legal services, the actual expertise and abilities of the current attorneys and support staff, and the opportunity to maximize efficiencies within the department. (A copy of the organizational chart is being provided to the Board under separate cover.)

The proposed restructuring changes the job title of the Chief of Regulatory Compliance and Governance position to that of Deputy Assistant School Board Attorney, which will retain the same duties, along with additional responsibilities. The office will no longer have a Chief of Litigation; the duties formerly assigned to said position will now be assigned to the Assistant School Board Attorneys responsible for litigation, risk

**Replacement
G-1**

management and personnel matters. The titles of Senior Attorney and Assistant Senior Attorneys in the various practice areas are also changed to that of Assistant School Board Attorney. Although these job titles will apply to the majority of the attorneys in our office, each attorney will still be responsible for their specific practice areas as identified in the job descriptions attached.

Some of the proposed contracts for renewal have modified salaries that are commensurate with the newly assigned job responsibilities of each individual attorney. Attorneys whose contracts are not being renewed will be entitled to receive all accumulated and unused sick and vacation leave.

This new streamlined and flattened organizational structure will allow attorneys to more effectively manage their areas of expertise, and will also maximize office efficiencies, including the anticipated ability to increase the number of litigation matters handled by our in-house attorneys.

As a result of this new organizational structure, three (3) attorney contracts will not be renewed and two (2) new attorneys will be joining the office. One of the new positions will be advertised and presented for the Board's approval when the position is filled. In addition, the position of a full-time law clerk (who will be able to assume the position of an assistant school board attorney upon graduation), will assist the attorneys in the office, is also being presented for approval. None of these changes will increase the overall budget of the office.

Under this new organizational structure, the position of Legal Office Coordinator has been eliminated. As a result of this administrative change, the School Board Attorney is recommending the addition of three support staff members as contracted employees of the District. These support staff members (contracts which are attached), will fill the positions of legal secretary for the School Board Attorney, legal assistant, and paralegal, and are being established through the conversion of existing positions. It is expected that this increase in the number of office support staff will increase the efficiency of the staff attorneys and allow them to handle additional litigation thereby reducing attorney's fees paid to outside counsel. Further, in order to properly realign support staff responsibilities, one Confidential Exempt employee will be moved from a Step 12 to Step 13, and another from a Step 1 to Step 4. The addition of new support staff, along with the aforementioned step changes will not increase the overall budget expenditures for the office.

This restructuring follows the general principles in School Board Rule 6Gx13-4A-1.15, *Assignment, Transfer, and Appointment - Administrative Positions*. Accordingly, this restructuring meets the goals and criteria established in the rule by meeting and enhancing the District's needs as identified in its strategic plan by eliminating operational redundancies and misalignment of resources, and by aligning staffing levels with current workloads and initiatives. This flattened organizational structure will also bring efficiencies and improvements as previously explained. This is also the appropriate time to restructure the Board Attorney's office with the employment of a new

Board Attorney, and the fact that the contracts of the assistant board attorneys are set to expire in November.

In addition to the recent budget reductions to the School Board Attorney's office, and the cancellation of the contract of the external consultant, the proposed restructuring will result in net annual savings of approximately \$50,000.00.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the restructuring of the School Board Attorney's office and as such:

- (1) Approve the Job Titles in the Job Descriptions (attached), and eliminate the Legal Office Coordinator position as set forth herein;
- (2) Approve the revised organizational chart;
- (3) Approve the provision of any unused and accrued sick leave and accrued vacation for attorneys whose contracts are not renewed;
- (4) Approve the renewal of contracts for the Deputy Assistant School Board Attorney and the Assistant School Board Attorneys, effective as of December 1, 2009;
- (5) Approve the contracts for the new Assistant School Board Attorney, and the Law Clerk;
- (6) Approve contracts for additional support staff (legal secretary, legal assistant and paralegal), effective as of October 14, 2009; and
- (7) Approve the step increases for two confidential exempt employees as set forth herein.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and LUIS M. GARCIA ("Garcia").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Garcia be employed as Deputy Assistant School Board Attorney and Garcia desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Garcia as Deputy Assistant School Board Attorney at an annual salary for the amount of One Hundred Eighty Thousand and no/100 Dollars (\$180,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Garcia may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, Garcia 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 duties and assignments of Garcia as Deputy Assistant School Board Attorney shall include the responsibilities as set forth in the Job Description for Deputy Assistant School Board Attorney, 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 his duties, he shall be fully and solely responsible and accountable to the Board Attorney.

5. Garcia agrees to devote his full time and efforts to the performance of his duties and responsibilities as Deputy Assistant School Board Attorney 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 his duties and responsibilities as such Deputy Assistant School Board Attorney.

6. This Agreement may be terminated at the option of the Board Attorney or Garcia on thirty (30) days' written notice to the Board and to the Board Attorney, or to Garcia, as the case may be, it being understood that except as so provided, Garcia'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 executed this Agreement on the ____ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Luis M. Garcia
Deputy Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Chief of Regulatory Compliance & Governance
<u>Deputy Assistant School Board Attorney</u> |
| 2. | DEPARTMENT: | Board Attorney's Office |
| 3. | IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. | PAY GRADE: | (Contract) |
| 5. | JOB CODE: | 8107 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | DATE OF LAST REVISION: | June 28, 2006 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-1, August 2, 2006 |
-

OCCUPATIONAL SUMMARY

Senior level position; works at the direction of the School Board Attorney. Provides legal advice and represents the School Board in the areas of policies, regulatory compliance, legislation, administrative procedures, public records, public meetings, ethics, and Board opinions. Interacts with other legal staff, as well as District administration, to provide legal opinions and develop administrative policies, procedures and compliance programs. Drafts and/or reviews Board Rules, contracts, and documents relating to areas of responsibility.

EXAMPLE OF DUTIES

1. Provides legal advice to the School Board and Administration at the direction of the School Board Attorney.
2. Attends Board meetings and workshops in the event of the School Board Attorney's absence; interacts with other legal staff as well as District administration, to provide legal opinions, and develop administrative policies, procedures, and compliance programs.
3. Drafts and/or reviews School Board Rules, contracts, agenda items, and documents relating to areas of responsibility.
4. Directs and performs legal research and preparation of legal opinions.

5. Works closely with appropriate District personnel to effectively implement all pertinent policies, procedures and regulatory compliance.
6. Assists Board Attorney at public meetings and/or attends public meetings on behalf of Board Attorney, when requested.
7. Coordinates and monitors work performed and services billed by outside counsel in preparing, planning, and representing the School Board in litigation.
8. 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.
9. Serves as legal counsel and parliamentarian at School board meetings in absence of Board Attorney.
10. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
11. Develops and provides in-service training on legal matters and federal laws that pertain to areas of assignment.
12. Provides legal advice to School District officials with regard to legal issues arising out of the implementation of federal and state laws.
13. Reviews, supervises, and approves the work of Associate Counsel for Administrative/Regulatory Compliance & Governance and outside counsel in the provision of legal services to the School District.
14. Follows adopted policies and procedures in accordance with School Board priorities.
15. 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.
16. 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. 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 experience as a governmental staff attorney, in-house corporate counsel, or in administrative law, governmental law, or related practice areas.
5. Demonstrated ability to successfully manage and supervise employees.
6. Demonstrated ability to perform legal research, drafting and opinions in a variety of subject matters.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and MARY S. LAWSON ("Lawson").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Lawson be employed as Assistant School Board Attorney – Exceptional Student Education, Academic Programs and Compliance, and Lawson desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Lawson as Assistant School Board Attorney – Exceptional Student Education, Academic Programs and Compliance at an annual salary for the amount of One Hundred Thirty-Three Thousand and no/100 Dollars (\$133,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Lawson may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.
2. The Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this Agreement.

3. In addition to the compensation herein above provided, Lawson 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 duties and assignments of Lawson as Assistant School Board Attorney – Exceptional Student Education, Academic Programs and Compliance shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Exceptional Student Education, Academic Programs and Compliance, 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.

5. Lawson agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Exceptional Student Education, Academic Programs and Compliance 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 Assistant School Board Attorney – Exceptional Student Education, Academic Programs and Compliance.

6. This Agreement may be terminated at the option of the Board Attorney or Lawson on thirty (30) days' written notice to the Board and to the Board Attorney, or to Lawson, as the case may be, it being understood that except as so provided, Lawson'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 executed this Agreement on the ___ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Mary S. Lawson
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

1. JOB TITLE: Assistant Senior Attorney, Assistant School Board Attorney, Exceptional Student Education, Academic Programs & Compliance
 2. DEPARTMENT: Board Attorney's Office
 3. IMMEDIATE SUPERVISOR: School Board Attorney
 4. PAY GRADE: (Contract)
 5. JOB CODE: 8205
 6. BARGAINING UNIT: 6
 7. DATE OF LAST REVISION: ~~November 15, 2007~~ October 14, 2009
 8. POSITION AUTHORIZED: Board Item G-2, November 16, 2005
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.
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. 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and MELINDA L. MCNICHOLS ("McNichols").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that McNichols be employed as Assistant School Board Attorney – Academic Programs and Compliance, and McNichols desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ McNichols as Assistant School Board Attorney – Academic Programs and Compliance at an annual salary for the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and McNichols may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, McNichols 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 duties and assignments of McNichols as Assistant School Board Attorney – Academic Programs and Compliance shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Academic Programs and Compliance, 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.

5. McNichols agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Academic Programs and Compliance 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 Assistant School Board Attorney – Academic Programs and Compliance.

6. This Agreement may be terminated at the option of the Board Attorney or McNichols on thirty (30) days' written notice to the Board and to the Board Attorney, or to McNichols, as the case may be, it being understood that except as so provided, McNichols'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 executed this Agreement on the ____ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Melinda L. McNichols
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | <u>Senior Assistant School Board Attorney</u>
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 15, 2007 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, (the "Board"), and ARIANNE B. SUAREZ ("Suarez").

W I T N E S S E T H:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Suarez be employed as Assistant School Board Attorney – Personnel/Litigation, and Suarez desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Suarez as Assistant School Board Attorney – Personnel/Litigation at an annual salary for the amount of One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00), payable in biweekly installments, for the period from November 16, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Suarez may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, Suarez 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 duties and assignments of Suarez as Assistant School Board Attorney – Personnel/Litigation shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Personnel/Litigation, 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.

5. Suarez agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Personnel/Litigation 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 Assistant School Board Attorney – Personnel/Litigation.

6. This Agreement may be terminated at the option of the Board Attorney or Suarez on thirty (30) days' written notice to the Board and to the Board Attorney, or to Suarez, as the case may be, it being understood that except as so provided, Suarez'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 executed this Agreement on the ___ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Arianne B. Suarez
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | Assistant Senior <u>School Board</u> Attorney,
Personnel/ <u>Litigation</u> |
| 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 15, 2007 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.

ARIANNE B. SUAREZ, ESQ.

EXPERIENCE ARIANNE B. SUAREZ, P.A.
LIEBERMAN, DANZ & KRONENGOLD, PL
June 2008-present.

Practice in all areas of employment law in federal and state courts including Title VII, the FCRA, ADEA, ADA, FMLA, and FLSA and provide compliance advice and preventive strategies to employers subject to these claims.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, Office of Counsel,
Senior Attorney, October 2, 2006-June 20, 2008.

Provided counsel and guidance to the District's Human Resources Department in all aspects of employment matters including employee management, conflict resolution, investigations of internal discrimination and harassment complaints, representation before administrative agencies including the EEOC and FCHR, ethics for public officials and employees, and legal outreach and training in employment law and ethics.

CORNELL & ASSOCIATES, P.A., Attorney, August 1998-October 2006.

Represented both employees and management in the employment litigation process.

Drafted complaints, answers, memoranda of law, motions, including motions for summary judgment and responses to motions for summary judgment, drafted appellate briefs and argued appeals in the U.S. Court of Appeals for the Eleventh Circuit and the Florida Third and Fourth District Courts of Appeals, took and defended depositions, handled discovery, covered hearings and pretrial conferences in state and federal court, participated in mediations and settlement negotiations, and performed legal research.

MIAMI-DADE COUNTY SCHOOL BOARD ATTORNEY'S OFFICE, January 1998-April 1998. Law Clerk. Reviewed pleadings for sufficiency, drafted motions and memoranda of law, and performed legal research involving civil rights, constitutional, employment, school, and general civil law issues.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Miami District Office, August 1997-December 1997. Certified Legal Intern. Reviewed charges and investigative memoranda, wrote letters of determination, and performed legal research.

NATIONAL LABOR RELATIONS BOARD, Region 12, Miami Resident Office, June 1997-August 1997. Board Agent. Investigated charges, took charging party and respondent affidavits, wrote legal recommendations, assisted Board Agents in NLRB elections and trials, and performed legal research.

EDUCATION University of Miami School of Law, Coral Gables, Florida
Juris Doctor received May 1998, *cum laude*

Honors and Activities: Phi Delta Phi Legal Honor Society
 Philip C. Jessup International Law Moot Court
 Competition, Mid-Atlantic Region Semi-Finalist
 Dean's List
 U.M. Law Alumni Association Student Leader Award
 Labor and Employment Law Society, Secretary
 Litigation Skills Clinical Program

Law Reviews/Journals: Yearbook of International Law, Staff Editor

Moot Court: International Moot Court Board, President

EDUCATION University of Miami, Coral Gables, Florida
Bachelor of Arts: History, May 1995, with honors; G.P.A. 3.504/4.0

Honors and Activities: University Honors Graduate
Dean's List-6 of 8 Semesters
Provost's Honor Roll-4 of 8 Semesters
Golden Key National Honor Society
General Honors Program
Phi Alpha Theta History Honor Society, Historian
Dean's Corp of Peer Advisors

REPORTED CASES *Quinn v. Monroe County*, 330 F. 3d 1320 (11th Cir. 2003); *Tucker v. Ohren*, 739 So. 2d 684 (Fla. 4th DCA 1999); *Kearney v. Ross*, 743 So. 2d 578 (Fla. 4th DCA 1999).

MEMBERSHIPS Florida Bar Labor & Employment Law Section Member; United States District Court for the Southern and Northern Districts of Florida; United States Court of Appeals for the Eleventh Circuit; United States Supreme Court

SKILLS Fluent in Spanish

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, (the "Board") and JORGE A. LÓPEZ ("López").

W I T N E S S E T H:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that López be employed as Assistant School Board Attorney – Risk Management/Litigation, and López desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ López as Assistant School Board Attorney – Risk Management/Litigation at an annual salary for the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and López may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, López 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 duties and assignments of López as Assistant School Board Attorney – Risk Management/Litigation shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Risk Management/Litigation, 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 his duties, he shall be fully and solely responsible and accountable to the Board Attorney.

5. López agrees to devote his full time and efforts to the performance of his duties and responsibilities as Assistant School Board Attorney - Risk Management/Litigation, 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 his duties and responsibilities as such Assistant School Board Attorney – Risk Management/Litigation.

6. This Agreement may be terminated at the option of the Board Attorney or López on thirty (30) days' written notice to the Board and to the Board Attorney, or to López, as the case may be, it being understood that except as so provided, López'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 executed this Agreement on the ___ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Jorge A. López
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE: | Senior <u>Assistant School Board Attorney</u> ,
Risk Management/Litigation |
| 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 15, 2007 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. Manages cases, assistant attorneys, and legal support staff. Provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigation matters. Works closely with Risk Management, and all other Departments to provide all pertinent necessary legal support, and training for risk avoidance.

EXAMPLE OF DUTIES

1. Provides legal advice and represents the School Board in the areas of risk management, claims, benefits, property insurance, personal injury defense and other litigation matters.
2. Assists in drafting and/or reviews board policies, contracts, and documents relating to areas of responsibility.
3. Directs and performs as necessary legal research and preparation of legal opinions.
4. Works closely with Risk Management, and all other Departments to provide all pertinent necessary legal support, and training for risk avoidance.

5. Represents the School Board in litigation filed by or against the School Board, including but not limited to administrative proceedings, court proceedings, civil matters, and other civil suits.
6. 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and JANEEN R. RICHARD ("Richard").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Richard be employed as Assistant School Board Attorney – Personnel/Litigation, and Richard desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Richard as Assistant School Board Attorney – Personnel/Litigation at an annual salary for the amount of One Hundred Thirty-Three Thousand and no/100 Dollars (\$133,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Richard may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, Richard 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 duties and assignments of Richard as Assistant School Board Attorney – Personnel/Litigation shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Personnel/Litigation, 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.

5. Richard agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Personnel/Litigation 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 Assistant School Board Attorney – Personnel/Litigation.

6. This Agreement may be terminated at the option of the Board Attorney or Richard on thirty (30) days' written notice to the Board and to the Board Attorney, or to Richard, as the case may be, it being understood that except as so provided, Richard'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 executed this Agreement on the ___ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Janeen R. Richard
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | Assistant Senior <u>School Board</u> Attorney,
Personnel/ <u>Litigation</u> |
| 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 15, 2007 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and ANA R. CRAFT ("Craft").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Craft be employed as Assistant School Board Attorney – Business Operations/Contracts/Real Estate/Procurement, and Craft desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Craft as Assistant School Board Attorney – Business Operations/Contracts/Real Estate/Procurement at an annual salary for the amount of One Hundred Fifty-Six Thousand and no/100 Dollars (\$156,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Craft may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.

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

3. In addition to the compensation herein above provided, Craft 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 duties and assignments of Craft as Assistant School Board Attorney – Business Operations/Contracts/Real Estate/Procurement shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Business Operations/Contracts/Real Estate/Procurement, 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.

5. Craft agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Business Operations/Contracts/Real Estate/Procurement 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 Assistant School Board Attorney – Business Operations/Contracts/Real Estate/Procurement.

6. This Agreement may be terminated at the option of the Board Attorney or Craft on thirty (30) days' written notice to the Board and to the Board Attorney, or to Craft, as the case may be, it being understood that except as so provided, Craft'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 executed this Agreement on the _____
day of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Ana R. Craft
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|---|
| 1. | JOB TITLE | Senior Associate Attorney, Real Estate & Planning
<u>Assistant School Board Attorney, Business Operations/Contracts/Real Estate/Procurement</u> |
| 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 15, 2007 <u>October 14, 2009</u> |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and TEDDRA JOY GADSON ("Gadson").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of additional attorneys as may be necessary for the proper handling of the work of the Board; and pursuant to said Agreement, each additional attorney is to be employed by the Board; and

WHEREAS, the Board Attorney desires that Gadson be employed as Assistant School Board Attorney – Business Operations/Contracts/Real Estate, and Gadson desires to accept such employment subject to all of the provisions of the Agreement between the Board and the Board Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Gadson as Assistant School Board Attorney – Business Operations/Contracts/Real Estate at an annual salary for the amount of Sixty-Five Thousand and no/100 Dollars (\$65,000.00), payable in biweekly installments, for the period from December 1, 2009, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Gadson may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be applied to my salary.
2. The Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this Agreement.

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 duties and assignments of Gadson as Assistant School Board Attorney – shall include the responsibilities as set forth in the Job Description for Assistant School Board Attorney - Business Operations/Contracts/Real Estate, 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.

5. Gadson agrees to devote her full time and efforts to the performance of her duties and responsibilities as Assistant School Board Attorney - Business Operations/Contracts/Real Estate 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 Assistant School Board Attorney – Business Operations/Contracts/Real Estate.

6. This Agreement 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, 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 executed this Agreement on the ___ day
of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Teddra Joy Gadson
Assistant School Board Attorney

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | |
|---------------------------|--|
| 1. JOB TITLE: | Assistant Senior Attorney, Assistant School Board Attorney, Business Operations/Contracts/Real Estate |
| 2. DEPARTMENT: | Board Attorney's Office |
| 3. IMMEDIATE SUPERVISOR: | School Board Attorney |
| 4. PAY GRADE: | (Contract) |
| 5. JOB CODE: | 8200 |
| 6. BARGAINING UNIT: | 6 |
| 7. DATE OF LAST REVISION: | November 15, 2007 <u>October 14, 2009</u> |
| 8. POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
-

OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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. Experience or training 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.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, (the "Board"), and DANIEL DRESCH ("Dresch").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey, ("Board Attorney"), 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;

WHEREAS, the Board Attorney desires that Dresch be employed as Law Clerk until he successfully obtains admission to the Florida Bar, and then, to be employed as Assistant School Board Attorney-General Litigation 1, and Dresch desires to accept such employment subject to all of the provisions of Agreement between the Board and the Board Attorney; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The Board agrees to employ Dresch as Law Clerk at an annual salary for the amount of Forty Five Thousand and no/100 Dollars (\$45,000.00), and upon admission to the Florida Bar as Assistant School Board Attorney-General Litigation 1, at an annual salary for the amount of Sixty Five Thousand and 00/100 Dollars (\$65,000.00), payable in biweekly installments, for the period from March 1, 2010, to November 30, 2011, subject to increase as the Board, the Board Attorney, and Dresch may agree. If the managerial exempt employees receive a salary increment, then the same salary increment will be paid to my salary.

2. Upon admission to the Florida Bar, the Board will pay the basic annual dues for the attorney's membership in the Florida Bar during the term of this Agreement.

3. In addition to the compensation herein above provided, Dresch 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 duties and assignments of Dresch as Law Clerk and Assistant School Board Attorney-General Litigation 1 shall include the responsibilities as set forth in the Job Description for Law Clerk or Assistant Attorney-General Litigation 1, 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 his duties, he shall be fully and solely responsible and accountable to the Board Attorney.

5. Dresch agrees to devote his full time and efforts to the performance of his duties and responsibilities as Law Clerk or Assistant Attorney-General Litigation, and further agrees not to accept or perform any legally related services for any client other than the Board which may in any way conflict with the legal business of the Board or with his duties and responsibilities as such Law Clerk or Assistant School Board Attorney-General Litigation 1.

6. This Agreement may be terminated at the option of the Board Attorney or Dresch on thirty (30) days' written notice to the Board and to the Board Attorney, or to Dresch, as the case may be, it being understood that except as so provided, Dresch'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 executed this Agreement on the _____
day of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Daniel Dresch
Law Clerk

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | |
|---------------------------|---|
| 1. JOB TITLE: | <u>Associate Assistant</u>
<u>School Board Attorney, General Litigation I</u>
(Entry Level) |
| 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: | <u>October 14, 2009</u> |
| 8. POSITION AUTHORIZED: | Board Item G-1, May 21, 2008 |
-

OCCUPATIONAL SUMMARY

Entry level position; works at the direction of the School Board Attorney. 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. A full-time law student or a law degree from an accredited law school.
2. Demonstrated ability to communicate the law to others and to successfully manage and supervise employees.
3. Demonstrated ability to work with diverse groups and effectively communicate both orally and in writing.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and MS. MARISOL MARIN ("Marin").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of such personnel as may be necessary for the proper handling of the legal needs of the Board; and

WHEREAS, the Board Attorney desires that Marin be employed as a Legal Secretary, and Marin desires to accept such employment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereby agree as follows:

1. The BOARD agrees to employ Marin as a Legal Secretary at the annual salary approved by the Board of Fifty-One Thousand Nine Hundred Forty-Two and no/00 Dollars (\$51,942.00), in biweekly installments, for the period from November 16, 2009 to November 30, 2011, subject to increase as the Board, the Board Attorney, and Marin may agree.
2. In addition to the compensation hereinabove provided, Marin shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to confidential exempt employees of the Board, and shall be entitled to reimbursement for travel and related expenses incurred in the performance of her assigned duties and responsibilities as a Legal Secretary, according to applicable law and Board rules.
3. The duties and assignments of Marin as Legal Secretary shall include the responsibilities as set forth in the Job Description for Legal Secretary, as may be 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.

4. Marin agrees to devote her full time and efforts to the performance of her duties and responsibilities as a Legal Secretary and further agrees not to accept or perform any legally related 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 Legal Secretary.

5. This Agreement may be terminated at the option of the Board Attorney or Marin on thirty (30) days written notice to the Board and to the Board Attorney, or to Ms. Marin, as the case may be, it being understood that except as provided, Marin'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 executed this Agreement on this _____ day of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Ms. Marisol Marin
Legal Secretary

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

CONFIDENTIAL

Job Title: Legal Secretary

Job Code: 4542

Department: Board Attorney's Office Pay Grade: L (XO)

Date: 02/15/06

BASIC OBJECTIVES

Assists the Paralegal in providing secretarial and technical support to staff attorneys and helps to maintain the day-to-day operations of the School Board Attorney's Office. Performs varied complex clerical and specialized secretarial work, which includes preparing a wide variety of legal documents and correspondence. Provides necessary support to facilitate the work of the School Board Attorney and all other staff attorneys.

JOB TASKS/RESPONSIBILITIES

1. Takes and transcribes dictation consisting of legal briefs, memoranda, correspondence, court orders, etc. and prepares it for signature.
2. Answers incoming phone calls and screens, routes, or responds as appropriate.
3. Reviews and routes incoming correspondence and mail; drafts replies for attorney review as appropriate.
4. Assists attorneys in drafting, proofreading, and dispatching letters and other documents; photocopies as needed.
5. Maintains attorneys' calendars including scheduling of meetings, legal hearings, trials, mediations, depositions, etc.
6. Opens and maintains case files and related records; establishes and maintains comprehensive filing system and compiles information for office use; adheres to retention schedule for all files.
7. Contacts outside attorneys or their staff concerning cases and to seek other pertinent information.

8. Conducts research via computer, court documents, records, hearing transcripts, or minutes of meetings to assist in preparation of court related materials.
9. Processes Leave Forms and travel as required.
10. Compiles information and prepares Power Point and/or training materials for training sessions as needed.
11. Performs other duties as assigned.

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

1. Graduation from high school or an equivalent recognized certificate.
2. Completion of a formal Legal Secretary training program; or completion of an equivalent post-secondary course of study which included some coursework in legal secretarial practices;

OR

a minimum five (5) years of experience as a legal secretary or any equivalent combination of acceptable training and experience.

3. Must demonstrate competency by passing the appropriate clerical examination.

Prior revision date(s): 01/30/96; 02/07/01

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and MS. DIANA C. GRANDA ("Granda").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of such personnel as may be necessary for the proper handling of the legal needs of the Board; and

WHEREAS, the Board Attorney desires that Granda be employed as a paralegal, and Granda desires to accept such employment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereby agree as follows:

1. The BOARD agrees to employ Granda as a Paralegal at the annual salary approved by the Board of Forty-Nine Thousand Five Hundred Eighty-Seven and no/00 Dollars (\$49,587.00), in biweekly installments, for the period from November 23, 2009 to November 30, 2011, subject to increase as the Board, the Board Attorney, and Granda may agree.
2. In addition to the compensation hereinabove provided, Granda shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to confidential exempt employees of the Board, and shall be entitled to reimbursement for travel and related expenses incurred in the performance of her assigned duties and responsibilities as a Paralegal, according to applicable law and Board rules.
3. The duties and assignments of Granda as Paralegal shall include the responsibilities as set forth in the Job Description for Paralegal, as may be 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.

4. Granda agrees to devote her full time and efforts to the performance of her duties and responsibilities as a Paralegal and further agrees not to accept or perform any legally related 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 Paralegal.

5. This Agreement may be terminated at the option of the Board Attorney or Granda on thirty (30) days written notice to the Board and to the Board Attorney, or to Ms. Granda, as the case may be, it being understood that except as provided, Granda'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 executed this Agreement on this _____ day of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Ms. Diana Granda
Paralegal

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

CONFIDENTIAL

Job Title: Paralegal

Job Code: 4541

Department: School Board Attorney's Office

Pay Grade: M (XO)

Date: 02/15/06

BASIC OBJECTIVES

Assists the staff of the School Board Attorney's Office with legal research, preparation of legal documents, litigation, and case management. Performs complex clerical and para-professional legal work providing technical support and assistance as necessary. This position requires a considerable degree of independent judgment to bring tasks forward to completion.

JOB TASKS/RESPONSIBILITIES

1. Assist attorneys in all phases of legal research, background investigations, trial preparations, case management, and case resolution as appropriate.
2. May maintain Rule index, legal opinions, and brief bank.
3. Researches and compiles Board Rules, state laws, court records, judicial decisions, and case law to assist attorneys in management of legal matters as requested by attorneys.
4. Conducts research of legal issues through the use of computerized databases or legal reference books.
5. Prepares and organizes trial folders and exhibits.
6. Prepares preliminary drafts of legal documents including pleadings, contracts, ordinances, proclamations, and resolutions for review by attorneys.
7. Prepares and assists with pre-trial litigation activities including witness scheduling, documentary evidences, notice preparation, subpoenas, etc.
8. Checks citations and shepherds cases.

9. Summarizes depositions, interrogatories, and testimony for review by attorney.
10. Assists attorneys at trials, depositions, mediations, or other legal proceedings as needed.
11. May prepare documents for review by attorneys needed in real estate transactions and attend real estate closings to assist attorney as needed. May examine title and bond documents as appropriate.
12. May draft, receive, and process writs of garnishment under supervision of attorney and coordinate payment of wages with Payroll Department based on Orders of the Court.
13. Drafts Board reports and compiles backup documents as necessary. Works with Board Office to complete and maintain records of Board action.
14. Performs other duties as assigned.

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

1. Graduation from high school or an equivalent recognized certificate.
2. Completion of a Paralegal training program;

OR

a minimum five (5) years of experience as a Paralegal or any equivalent combination of acceptable training and experience. Ideal candidate will have experience in a governmental environment.

3. Must demonstrate competency by passing the appropriate clerical examination.

Prior revision date(s): 07/08/88; 01/30/96; 02/07/01

DIANA C. GRANDA
LITIGATION PARALEGAL
223 Phoenitia Avenue, Apt. 5
Coral Gables, Florida 33134
Telephone: (786) 390-2147
Email: dcg_paralegal@yahoo.com

LEGAL PROFILE

Dynamic legal professional with broad-based background in diverse specialties including civil litigation, medical malpractice, nursing home neglect, criminal defense, appellate law, products liability, premises liability, plaintiff's personal injury, bad faith claims, insurance defense and workers compensation. Proven ability to analyze case and present viable recommendation on course of action. Demonstrated strength in area of client relations, trial preparation, discovery proceedings and preliminary motions. Thrive in fast paced environment both independently or as an integral member of a legal team.

OBJECTIVE

To secure a challenging paralegal position within the legal field where prior experience and proven abilities are valued assets which will provide potential for increased responsibility, job growth and long-term employment.

PROFESSIONAL EXPERIENCE

DCG PARALEGAL SERVICES, INC. Miami, Florida

2009

Business Owner-Litigation Paralegal

* Independent contractor assisting attorneys in all aspects of litigation.

SEIPP & FLICK, LLP, Coral Gables, Florida

2006-2008

Litigation Paralegal

* Handled litigation paralegal duties for partner and associate involving the defense of corporate clients in premises, products and wrongful death liability lawsuits. Performed case strategy based on analysis of medical records and depositions. Prepared medical chronologies, discovery responses, correspondence, subpoenas, case status reports and pre-trial catalogues. Conducted background investigations of involved parties and witnesses. Organized trial exhibits, mediation binders/medical binders, scheduled depositions, independent medical examination, mediations, arbitrations and medical conferences. Worked closely with attorneys in the preparation of mediations, depositions and trial. Delegated duties to support staff. Ensured supervising attorneys and clients received on-going case updates. Coordinated attorney travel events. Responsible to maintain a billing average for paralegals per month.

Strong and positive interpersonal telephone contact with clients, opposing attorneys and court staff. Demonstrated comprehensive case analysis and investigation capabilities in voluminous litigation practice utilizing various softwares to effectively gather and present information to clients and attorneys.

PEREZ, GORAN & RODRIGUEZ, P.A., Coral Gables, Florida
Legal Assistant/Litigation Paralegal

2004-2006

- * Handled litigation and legal assistant duties for junior partner involving insurance defense cases. Prepared responses to discovery, subpoenas, correspondence and case status reports. Scheduled depositions, hearings, mediations and independent medical examinations. Responsible for coordinating attorney schedule. Ensured supervising attorney and clients received on-going case status reports. Responsible to maintain a billing average for paralegals per month. Strong and positive interpersonal telephone contact with clients, opposing attorneys and court staff.

LICENSED PRIVATE INVESTIGATOR, Miami-Dade/Broward Counties, Florida

2002-2004

- * Assisted criminal and civil law firms investigating all aspects of case from its inception through trial. Conducted client and witness interviews, jail visits, background searches, case intakes, photography, scene analysis and surveillance.

NEEDLE, GALLAGHER & ELLENBERG, P. A., Miami, Florida
Litigation Assistant

2000-2002

- * Handled legal assistant duties for partner involving Plaintiff medical malpractice and nursing home neglect cases from their inception through trial. Worked closely alongside paralegals assisting in trial preparation and investigation. Coordinated attorney travel events and attorney schedule. Strong and positive telephone contact with clients, opposing attorneys and court staff.

HOWARD SOHN, P. A., Miami, Florida
Paralegal

1989-2000

- * Handled paralegal, secretarial and investigator duties for sole practitioner involving criminal defense cases in the State and Appellate courts in and outside the State of Florida. Assisted attorney in preparation of appellate briefs, motions and trial. Conducted background investigations and client interviews at detention facilities. Travelled to court house to conduct research and retrieve documents. Coordinated attorney travel events and schedule. Served as a Spanish interpreter. Strong and positive interpersonal contact with clients, opposing attorneys and court staff.

COMPUTER PROGRAM EXPERIENCE

Proficient in Microsoft Word, Word Perfect, Time Matters, Time Slips, Amicus, WinVan, Outlook, Lexis Nexis and Westlaw.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 14th day of October, 2009, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (the "Board"), and MS. SHANI S. KERLEW ("Kerlew").

WITNESSETH:

WHEREAS, pursuant to a written Agreement between the Board and Walter J. Harvey (the "Board Attorney"), the "Board Attorney" is responsible for the selection, hiring and supervision of such personnel as may be necessary for the proper handling of the legal needs of the Board; and

WHEREAS, the Board Attorney desires that Kerlew be employed as a Legal Assistant, and Kerlew desires to accept such employment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereby agree as follows:

1. The BOARD agrees to employ Kerlew as a Legal Assistant at the annual salary approved by the Board of Forty-Seven Thousand Three Hundred Thirty-Four and no/00 Dollars (\$47,334.00), in biweekly installments, for the period from October 26, 2009 to November 30, 2011, subject to increase as the Board, the Board Attorney, and Kerlew may agree.
2. In addition to the compensation hereinabove provided, Kerlew shall be entitled to participate in such insurance and retirement plans and other fringe benefits as may be available from time to time to confidential exempt employees of the Board, and shall be entitled to reimbursement for travel and related expenses incurred in the performance of her assigned duties and responsibilities as a Legal Assistant, according to applicable law and Board rules.
3. The duties and assignments of Kerlew as Legal Assistant shall include the responsibilities as set forth in the Job Description for Legal Assistant, as may be 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.

4. Kerlew agrees to devote her full time and efforts to the performance of her duties and responsibilities as a Legal Assistant and further agrees not to accept or perform any legally related 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 Legal Assistant.

5. This Agreement may be terminated at the option of the Board Attorney or Kerlew on thirty (30) days written notice to the Board and to the Board Attorney, or to Ms. Kerlew, as the case may be, it being understood that except as provided, Kerlew'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 executed this Agreement on this _____ day of _____, 2009.

ATTEST:

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

Alberto M. Carvalho
Superintendent of Schools

By: _____
Dr. Solomon Stinson, Chair

By: _____
Ms. Shani Kerlew
Legal Assistant

Approved as to Form:

Walter J. Harvey
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

CONFIDENTIAL

Job Title: Legal Assistant

Job Code: 4541

Department: Office of Board Attorney

Pay Grade: L (X0)

Date: 02/07/01

BASIC OBJECTIVES

To assist the professional staff of the Board Attorney's Office with matters pertaining to legal research, preparation of legal documents, litigation, case management, and office management. Performs complex clerical and para-professional legal work providing technical support and assistance to attorneys assigned to the Board Attorney's Office. The work requires the exercise of a considerable degree of independent judgement related to the work methods and procedures utilized to complete job assignments.

JOB TASKS/RESPONSIBILITIES

1. Assists staff attorneys in all phases of legal research, background investigations, trial preparations, case managements and case resolutions; may assist attorney at trial.
2. Researches Board Rules, State laws, court records, judicial decisions, and case law to assist staff attorney in the management of the legal affairs of Miami-Dade County Public Schools.
3. Conducts title searches and prepares contracts for the acquisition and sale of property; acts as a liaison with property owners or attorneys representing same to arrange closings; obtains necessary documentation to execute closings, recording documents after closings, preparing tax cut-out letters, paying taxes, and returning deposits held in property owner's escrow.
4. Receives subpoenas served for personnel and/or student records and determines the appropriate response; reviews information and/or documents prepared in response to subpoenas to insure compliance with applicable law(s).
5. Accepts orders of legal garnishment, ascertains the types of garnishments involved and prepares pleadings for attorney's signature; coordinates the payment of wages garnished and the release of same, upon orders of the court.
6. Plans and develops the budget of the Board Attorney's Office in consultation with supervising attorney; manages the office budget and maintains various budget and accounting records.

7. Prepares contracts and processes payments for outside attorneys; prepares annual reports on the operation of the Board Attorney's office and of the related costs.
- ____ 8. Makes arrangements for administrative hearings including scheduling of appropriate parties and witnesses and making transportation arrangements; maintains logs of legal reviews and requests for hearings.
- ____ 9. Assists various work locations in the completion of contracts for consultants and technical assistance.
10. Assists the Secretary to the School Board Attorney with all matters pertaining to the day-to-day operation of the Board Attorney's office.
11. Travels to courthouses in Dade and Broward counties to obtain information, file pleadings; delivers and picks-up exhibits, pleadings and orders.
12. Acts as School Board Clerk during the absence of same.
13. Performs related work as required or as assigned.

PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATION REQUIREMENTS

1. Graduation from high school or an equivalent recognized certificate.
2. Completion of an approved Para-Legal or Legal Assistant Training Program.
3. Five years experience as a Legal Secretary or Legal Assistant, including some experience which has provided a working knowledge of governmental law practices.

OR

- Any equivalent combination of acceptable training and experience.
4. Must demonstrate competency by passing the appropriate clerical examination.

SHANI S. KERLEW
9950 Sheridan Street, Apt. 306
Pembroke Pines, Florida 33024
E-mail: shanikerlew@aol.com
Telephone: (954) 588-5392

OBJECTIVE:

To secure a challenging position with an organization where I can utilize my skills and experience as a Supervisor/Legal Secretary with hope of advancement in an managerial position.

EXPERIENCE:

3/2008 - Present

LAW OFFICE OF ROBERT F. TACHER, P.A.
Staff Counsel for Travelers and Indemnity Insurance Company

Legal Assistant/Liability/Subrogation

Responsibilities: Maintain cases and calendars for 2 attorneys, schedule and confirm depositions, hearings, IME's, mediations, meetings, telephone conferences; communicate with opposing counsel and their assistants, Judge's Judicial Assistants, calendar clerks, adjusters and insured's on a daily basis; prepare pleadings, motions, settlement documents, discovery responses and prepare case for trial; remind attorneys of daily schedule; review and enter all incoming mail and faxes and keep case filing up to date on a daily basis.

08/2007-03/2008
(TEMP)

LAW OFFICE OF LEONARD C. BISHOP, P.A.
Staff Counsel for Allstate and Encompass Insurance Company

Legal Assistant

Responsibilities: Maintain cases and calendars for 4 attorneys based in Tampa, Orlando and Jacksonville, schedule and confirm depositions, hearings, IME's, mediations, meetings, telephone conferences; communicate with opposing counsel and their assistants, Judge's Judicial Assistants, calendar clerks, adjusters and insured's on a daily basis; prepare pleadings, motions, settlement documents, discovery responses and prepare case for trial; remind attorneys of daily schedule; review and enter all incoming mail and faxes and keep case filing up to date on a daily basis.

09/2002 – 08/2007

NORYCH AND TALLIS, LLP

**Legal Assistant/Supervisor Support Staff - Plaintiff's
Subrogation**

Responsibilities: Supervise and train all Legal Secretaries and Paralegals to maintain cases in every County in the State of Florida, calendar for attorneys, schedule hearings, depositions, IME's, mediations, meetings, telephone conferences; train on how to effectively communicate with opposing counsel and their assistants, Judge's Judicial Assistants, calendar clerks on a daily basis; train on pleadings, motions, settlement documents and discovery responses preparations and to prepare case for trial; train on reminding attorneys of their daily schedule, file preparations and how to review and enter all incoming mail and faxes.

06/2000-07/2002

VEREEN & PENA, P.A.

Legal Assistant-Criminal Defense

Responsibilities: Maintain calendar for attorney; prepare pleadings; motions and propound discovery, schedule and confirm hearings, telephone conferences, meetings, prepare case for trial; communicate with clients and their families, prosecutors and Judge's Judicial Assistants on a daily basis; review and enter all incoming mail and faxes, filing.

01/1998 - 06/2000

DRACOS & ASSOCIATES, P.A.

Staff Counsel for United Automobile Insurance Company

Legal Assistant - Insurance Defense

Responsibilities: Maintain cases and calendars for 3 attorneys, schedule and confirm depositions, hearings, IME's, mediations, meetings, telephone conferences; communicate with opposing counsel and their assistants, Judge's Judicial Assistants, calendar clerks, adjusters and insured's on a daily basis; prepare pleadings, motions, settlement documents, discovery responses and prepare case for trial; remind attorneys of daily schedule; review and enter all incoming mail and faxes and keep case filing up to date on a daily basis; attending pre-trial hearings in tri-county areas.

EDUCATION:

COOPER CITY HIGH SCHOOL
BROWARD COMMUNITY COLLEGE

**COMPUTER
SKILLS:**

Full knowledge of WordPerfect, Microsoft Word, Excel, Time Matters, ACT, CLS (Collections Subrogation Program), Practice Manager, Client Profiles, PP Client. Florida Notary.

REFERENCES:

Available upon request.