

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

SUBJECT: REQUEST FOR AUTHORIZATION TO ENTER INTO CONTRACTUAL AGREEMENTS FOR THE POSITIONS OF ASSISTANT SCHOOL BOARD ATTORNEY- RISK MANAGEMENT/LITIGATION AND ASSISTANT SCHOOL BOARD ATTORNEY – BUSINESS OPERATIONS/CONTRACTS/REAL ESTATE

COMMITTEE: SCHOOL SUPPORT AND ACCOUNTABILITY

LINK TO STRATEGIC FRAMEWORK: SCHOOL.DISTRICT LEADERSHIP

At its meeting of October 14, 2009, The School Board approved Agenda Item G-1, which provided for the restructuring of the School Board Attorney's Office ("SBAO"). Agenda Item G-1 also indicated that when certain attorney positions become vacant, the positions would be advertised and qualified candidates would be presented for the Board's approval. The positions of Assistant School Board Attorney for contracts and for litigation support were established by the Board and these positions have produced substantial savings to the Board over the last two years.

Two SBAO attorneys recently resigned. Upon receipt of the resignation letters, the positions were advertised and applicants were interviewed by SBAO attorneys. Having completed this screening process, we are now requesting authorization to enter into contractual agreements with Ms. Sara M. Marken, Esq. and Ms. Simona Popova, to fill these Assistant School Board Attorney vacancies. The proposed contracts and job descriptions are attached. Resumes and references will be forwarded under separate cover.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the employment contracts for Ms. Sara M. Marken, Esq. to the positions of Assistant School Board Attorney – Risk Management/Litigation and Simona Popova to the position of Assistant School Board Attorney – Business Operations/Contracts/Real Estate.

EMPLOYMENT CONTRACT

This Employment Contract made and entered into this 18th day of April 2012, by and between The School Board of Miami Dade County, Florida, hereinafter referred to as the Board, and **Sara M. Marken**, hereinafter referred to as the Employee.

Witnesseth

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

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

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

1.0 TERM

- 1.1 The Board hereby employs the Employee, and the Employee accepts employment as, **ASSISTANT SCHOOL BOARD ATTORNEY – RISK MANAGEMENT/LITIGATION**, for a term beginning April 18, 2012 and ending April 18, 2014 ("Original Term"), unless sooner terminated as set forth herein. The term of this Employment Contract shall be automatically extended and continue in full force and effect for additional two (2) year terms ("Extension Term") subject to the termination provisions below. For purposes of this Employment Contract, the "Term of this Agreement" shall mean the Original Term and all Extension Terms, if any.

2.0 DUTIES

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

3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the annual salary approved by the Board, at its meeting of April 18, 2012, Agenda Item G-5. The Employee will continue to receive compensation at an annual salary of \$74,000.00. This salary amount shall remain in effect throughout the Term of this Agreement. However, if managerial exempt employees receive any compensation increase at any time during the Term of this Agreement, the annual salary shall be increase at no less than the increase received by these employees.
- 3.2 The Employee shall be entitled to membership in the Florida Retirement System in the Regular Employee Classification as required by Florida Retirement System Rule 60S-1.004.
- 3.3 As governed by School Board Policy 1120.01, the Employee will receive term life insurance equal to two (2) times the Employee's annual base salary effective January 1st each year for the Term of this Agreement, such premiums for the coverage to be paid for by the Board. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five (5) times the annual base salary. Proof of insurability to the satisfaction of the insurance company may be required.
- 3.4 The Employee is entitled to receive healthcare coverage. The School Board's monthly contribution for employee's individual healthcare shall be equal to that which the School Board authorized for managerial exempt personnel.

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

4.0 TERMINATION

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

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

5.0 MISCELLANEOUS

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names to this Employment Contract, at Miami-Dade County, Florida, this ____ day of April, 2012.

Employee _____
Sara M. Marken

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA

By _____
(Superintendent or Designee)

APPROVED AS TO FORM:

Walter J. Harvey,
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

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

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

EXAMPLE OF DUTIES

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

6. Processes threatened lawsuits served on the District and coordinates with adjusters for the handling of same.
7. In conjunction with School Board Attorney, gives authorization for resolution of threatened lawsuits handled by outside counsel and adjusters in accordance with applicable laws and Board Rules.
8. In conjunction with School Board Attorney, gives authorization of resolution of tort lawsuits handled by outside counsel and adjusters in accordance with applicable laws and Board Rules.
9. In conjunction with School Board Attorney, assigns tort lawsuits to outside counsel.
10. Receives service of process for summons and complaints served on the School Board Attorney's Office.
11. Recommends changes in policies and procedures to ensure compliance with applicable federal and state laws and Department of Education regulations regarding assigned areas.
12. Coordinates in-service training on legal matters which pertain to areas of assignment and to federal and state laws, and School Board rules which impact these areas.
13. Provides legal advice to school District officials with regard to legal issues.
14. Reviews, supervises and approves the work of Associate Attorney for Litigation in the provision of legal services to the school District.
15. Represents District in litigation matters as assigned by School Board Attorney.
16. Follows adopted policies and procedures in accordance with School Board priorities.
17. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.
18. Must be willing to cross train and provide legal support in other practice areas as assigned by the School Board Attorney.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: sitting, mobility, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors.

MINIMUM QUALIFICATION REQUIREMENTS

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



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

School Board Attorney
Walter J. Harvey

Miami-Dade County School Board

Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice Chair
Dr. Dorothy Bendross-Mindingall
Carlos L. Curbelo
Renier Diaz de la Portilla
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Dr. Marta Pérez
Raquel A. Regalado

MEMORANDUM

TO: Enid Weisman, Asst. Supt. – HR, Recruitment & Performance Mgmt

FROM: Sara M. Marken, Assistant School Board Attorney – Risk Management Litigation

CC: Walter J. Harvey

DATE: April 18, 2012

SUBJECT: WORK-YEAR REDUCTION

Agenda Item D-26, which was approved at the June 17, 2009 Board meeting, authorized a reduced work-year for the following bargaining units and employee groups: United Teachers of Dade (UTD) 12-month teachers, Managerial Exempt Personnel (MEP), Confidential Exempt Personnel (CEP), Microsystems Technicians, Computer Specialist and Computer Technicians of 3.85%. At the January 13, 2010 Board meeting, the MEP and CEP received a 2% increase, restructuring in a net 1.85% overall decrease.

This memorandum shall serve to confirm my voluntary participation in the reduced work-year.

My current 260 day salary is \$74,000. I currently earn 12 sick days and 15 vacation days per year.

My participation in the work-year reduction (250 days) yields a daily rate of \$279.35 with an annual salary of \$72,631. I will earn 12 sick days and 14.5 vacation days. My 10 day net reduction (3.85% - 2% = 1.85%) will be taken in the following manner:

- 5 days during the Winter Break
- 5 days during the Spring Break

The work-year reduction will begin with the first pay period in October.

As a result of my voluntary participation, it is my understanding that if the MEP employees receive a salary improvement, then the same salary improvement will be applied to my salary.

EMPLOYMENT CONTRACT

This Employment Contract made and entered into this 18th day of April 2012, by and between The School Board of Miami Dade County, Florida, hereinafter referred to as the Board, and **Simona Popova**, hereinafter referred to as the Employee.

Witnesseth

Whereas, the Board desires to renew its previous agreement with the Employee and to fix the terms and conditions of employment by this Employment Contract; and

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

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

1.0 TERM

- 1.1 The Board hereby employs the Employee, and the Employee accepts employment as, **ASSISTANT SCHOOL BOARD ATTORNEY – BUSINESS OPERATIONS/CONTRACTS/ REAL ESTATE** for a term beginning April 18, 2012 and ending April 18, 2014 ("Original Term"), unless sooner terminated as set forth herein. The term of this Employment Contract shall be automatically extended and continue in full force and effect for additional two (2) year terms ("Extension Term") subject to the termination provisions below. For purposes of this Employment Contract, the "Term of this Agreement" shall mean the Original Term and all Extension Terms, if any.

2.0 DUTIES

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

3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the annual salary approved by the Board, at its meeting of April 18, 2012, Agenda Item G-5. The Employee will receive compensation at an annual salary \$45,000.00, and upon admission to the Florida Bar, at an annual salary for the amount of \$68,000.00. 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. This salary amount shall remain in effect throughout the Term of this Agreement. However, if managerial exempt employees receive any compensation increase at any time during the Term of this Agreement, the annual salary shall increase at no less than the increase received by these employees.
- 3.2 The Employee shall be entitled to membership in the Florida Retirement System in the Regular Employee Classification as required by Florida Retirement System Rule 60S-1.004.
- 3.3 As governed by School Board Policy 1120.01, the Employee will receive term life insurance equal to two (2) times the Employee's annual base salary effective January 1st each year for the Term of this Agreement, such premiums for the coverage to be paid for by the Board. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five (5) times the annual base salary. Proof of insurability to the satisfaction of the insurance company may be required.

3.4 The Employee is entitled to receive healthcare coverage. The School Board's monthly contribution for employee's individual healthcare shall be equal to that which the School Board authorized for managerial exempt personnel.

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

4.0 TERMINATION

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

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

5.0 MISCELLANEOUS

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names to this Employment Contract, at Miami-Dade County, Florida, this _____ day of April, 2012.

Employee _____
Simona Popova

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA

By _____
(Superintendent or Designee)

APPROVED AS TO FORM:

Walter J. Harvey,
School Board Attorney

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | 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: | October 14, 2009 |
| 8. | POSITION AUTHORIZED: | Board Item G-2, November 16, 2005 |
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OCCUPATIONAL SUMMARY

Works at the direction of the School Board Attorney. 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.

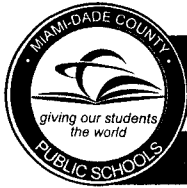
8. May represent District in litigation matters as assigned.
9. Follows adopted policies and procedures in accordance with School Board priorities.
10. Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission 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.



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools

Alberto M. Carvalho

School Board Attorney

Walter J. Harvey

Miami-Dade County School Board

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Dr. Martin Karp
Dr. Marta Pérez
Raquel A. Regalado

MEMORANDUM

TO: Enid Weisman, Asst. Supt. – HR, Recruitment & Performance Mgmt

FROM: Simona Popova, Assistant School Board Attorney - Business Operations, Contracts, Real Estate, Procurement

CC: Walter J. Harvey

DATE: April 18, 2012

SUBJECT: WORK-YEAR REDUCTION

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This memorandum shall serve to confirm my voluntary participation in the reduced work-year.

My current 260 day salary is \$68,000. I currently earn 12 sick days and 15 vacation days per year.

My participation in the work-year reduction (250 days) yields a daily rate of \$256.70 with an annual salary of \$66,742. I will earn 12 sick days and 14.5 vacation days. My 10 day net reduction (3.85% - 2% = 1.85%) will be taken in the following manner:

- 5 days during the Winter Break
- 5 days during the Spring Break

The work-year reduction will begin with the first pay period in October.

As a result of my voluntary participation, it is my understanding that if the MEP employees receive a salary improvement, then the same salary improvement will be applied to my salary.