

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ELLEN DEMMY ODOM, ESQUIRE**

THIS AGREEMENT dated the _____ day of _____, 2021, by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, hereinafter referred to as the “Board” and ELLEN DEMMY ODOM, hereinafter referred to as “General Counsel” (collectively referred to hereinafter as “the Parties.”)

WITNESSETH

WHEREAS, the Board has determined that the full-time services of an attorney are needed; and

WHEREAS, the Board is authorized by Rule 6Gx1.11, Rules and Procedures of the District School Board, Escambia County, Florida, and Florida Statutes to employ an attorney; and

WHEREAS, the Board desires that Ellen Demmy Odom be employed as the attorney and Ellen Demmy Odom desires to accept such employment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term of Agreement:** This agreement shall be in effect from April 5, 2021 until June 30, 2024, unless sooner terminated as provided herein.
2. **Employment Relationship and Title:** This relationship between the Board and Ellen Demmy Odom shall be that of employer and employee. Ellen Demmy Odom shall be entitled to all the rights and benefits of District professional and administrative personnel. Ellen Demmy Odom’s title shall be General Counsel for the School Board of Escambia County, Florida, and his/her office shall be known as the Office of the General Counsel.
3. **Compensation:** General Counsel’s compensation beginning April 5, 2021 shall be set according to the School District’s twelve-month annual base scale administrative salary schedule for Pay Grade 1, Step 2. Throughout the term of this contract, General Counsel shall receive the same increase in compensation received by other administrative personnel arising from

any and all future increases in the administrative salary schedule, or other future increases in administrative personnel compensation.

4. Retirement and Benefits: In all other respects, General Counsel shall be regarded as an employee and will be entitled to participate in such retirement plans and other fringe benefits, shall accrue sick leave and vacation leave, and his/her employment shall otherwise be governed by the personnel policies and procedures applicable to other employees of the school district, as they may exist or hereinafter may be amended, except to the extent that the benefits and personnel policies and procedures are inconsistent with this agreement, in which case this agreement shall govern the relationship between General Counsel and the School Board.

5. Termination:

A. Termination for Cause. The General Counsel may be terminated for cause as provided in Section 1012.33, Florida Statutes, or other applicable statute. It shall be considered just cause under this Agreement to terminate the General Counsel if she is disciplined, suspended, or disbarred by the Florida Bar or if she is charged with a violation of Florida or Federal criminal law or found liable for a violation for the Florida Rules of Professional Conduct an/or the Code of Ethics in the Education Profession in Florida.

B. Termination for Disability. The Board shall have the right to terminate the General Counsel's employment in the event of her disability to perform fully her duties hereunder.

C. Resignation by the General Counsel. The General Counsel may resign during the term of this Agreement without the consent of the Board upon no less than ninety (90) days' written notice. The Board's obligation to compensate the General Counsel under this Agreement will terminate upon the General Counsel's resignation effective date or upon mutual agreement of the parties. The General Counsel shall also be entitled to any accrued but unused annual leave in accordance with Board policies for administrative employees on twelve (12) month calendars.

6. Renewal Term and Notice: Upon written consent by Ellen Demmy Odom and subject to approval by the Board no less than thirty (30) days prior to the expiration of the term of this Agreement, the terms of employment, as set forth herein, may be renewed for a period of not less than one (1) year.

7. Dues, Fees and Membership in the Florida Bar: The Board agrees to pay General Counsel's membership fees for the Florida School Board Attorneys Association, the Escambia/Santa Rosa Bar Association, and the Florida Bar, and up to two sections thereof. It is

expressly understood that General Counsel will continue to maintain all essential qualifications necessary to satisfy the requirements of this position, including, specifically, good standing with the Florida Bar.

8. Continuing Legal Education: General Counsel shall be entitled to reimbursement for registration fees, travel, food, lodging, and related expenses for Continuing Legal Education courses, consistent with Section 112.061, F.S, School Board Policy and departmental budgeting procedures.

9. Full Time and Effort: General Counsel agrees to devote full time and effort to the performance of duties and responsibilities as General Counsel to the School Board and shall not engage in the practice of law on behalf of any client other than the Board, unless approved to do so by the Board, and he/she shall not engage in other outside employment without the express consent of the Board.

10. Office Hours: General Counsel agrees to maintain hours in an office of the administrative building of the Board. General Counsel agrees to devote a minimum of forty hours per week, and any additional time necessary, to the performance of duties and responsibilities as General Counsel.

11. Duties: General Counsel shall be responsible for rendering legal services and supplying legal advice on all matters affecting the Board and the School District consistent with School Board Policy, the laws of the State of Florida, and the job description for the position of General Counsel attached hereto as Exhibit "A."

12. Space and Support: The Board will provide General Counsel with adequate office space, secretarial and/or paralegal assistance, telephone service, equipment (including computers, printer, etc.), books, publications, and all other materials necessary for the maintenance of the General Counsel's office at the district administration building. General Counsel agrees to coordinate the budget requests for said office with administrative personnel.

13. Performance Evaluation: Prior to May 1st of each year, the Board members will produce written evaluations of General Counsel's performance based upon criteria established by the Chair in consultation with General Counsel, and the results of these written evaluations will be presented and discussed at a Board workshop.

14. Political Activity: General Counsel shall refrain from political activities relating directly or indirectly to the governance of the Board or school district, including, without limitation campaigning for, speaking on behalf of, encouraging candidates, or meeting with candidates.

15. Impartiality: General Counsel shall refrain from partiality or affiliation with one or more School Board member to the exclusion of other School Board members.

16. Positive Image: General Counsel shall at all times use his/her best efforts to promote a positive image of the School Board and the School District, so long as such efforts do not conflict with his/her duty to offer independent legal counsel, and abide by all state and federal laws, and the rules of professional conduct governing members of the Florida Bar.

17. Indemnification: The Board agrees to defend at the School Board's expense in General Counsel's name and behalf, any and all suits, proceedings, grievances, and/or ethics complaints against him/her for actions arising out of, in the course of, or in any way related to the performance of his/her representation of the Board and/or District, even if any of the allegations of any such suit, proceeding, grievance, and/or ethics complaint are groundless, false, or fraudulent. General Counsel may retain private counsel to represent him/her in accordance with the foregoing.

18. Modification: This agreement may be modified by mutual agreement of the Parties at any time. Any such modifications must be in writing and approved by majority vote of the Board to be enforceable.

19. Entire Agreement: This document contains the full understanding between the Parties and there are no material representations between the Parties that are not expressly contained herein.

20. Legal Fees and Expenses: In the event either party is required to take legal action to enforce the rights and responsibilities created herein, the prevailing party shall be entitled to recovery of reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties entered into this agreement this ____ day of _____, 2021, as voted on and approved at a Board Meeting held on that date at Pensacola, Escambia County, Florida.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
William E. Slayton, Board Chair

Attest: _____
Timothy A. Smith, Superintendent

By: _____
Ellen Demmy Odom, General Counsel



Job Title: General Counsel

Position Description

The position manages legal matters related to education in the Escambia County School District. The position requires interpretation, rendering legal opinion, and advice on laws, rules, and regulations as they pertain to schools, students, parents, teachers, supervisors, school boards, and Florida school districts. To perform this job successfully, an individual must be able to perform the essential job functions consistently and to the satisfaction of the employer. Reasonable accommodations may be made for qualified disabled individuals. This job description is not an exhaustive list, as employees may be required to perform duties not specifically designated within this document, at the employer's discretion. The Escambia County School Board reserves the right to modify or interpret this job description as needed.

FLSA Status: Exempt
Reports to: School Board
Supervises: Assigned Staff
Pay Grade: Administrative – 1

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
DEC 15 2020
DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

JOB SUMMARY

The purpose of this position is to render professional legal advice to the School District; to serve as an effective advocate in administrative court proceedings; and to keep the School Board and the Superintendent informed of changes in laws, legislation, and their impact on the School District. The General Counsel facilitates the acquisition of real property; ensures that all contracts are legally sufficient and enforceable, and coordinates and provides oversight on litigation with a goal of ensuring compliance in claims against the District. The General Counsel also provides supervision for a small staff. The General Counsel shall remain current in Florida laws and regulations and facilitate training to School Board representatives, and district administrators and employees as appropriate. The General Counsel is expected to be a positive team member while providing sound legal advice on all legal matters. The General Counsel attends and provides legal advice during all School Board meetings and serves as parliamentarian.

ESSENTIAL JOB FUNCTIONS

- Renders legal advice to the School Board, Superintendent, and District staff in matters relating to the interpretation or application of statutes, charters, ordinances, contracts, and federal and state regulations.
- Attends and provides legal advice in all regular or special School Board meetings and such workshops as are deemed appropriate by the Chair for the School Board.
- Represents the School District in administrative hearings, including appeals of administrative action as authorized by the School Board or recommends and supervises outside counsel for such representation.
- Reviews annually the policies and procedures manual of the School Board to determine compliance with state and federal law and regulations.
- Informs the School Board and the Superintendent as to those policies which should be changed and recommends appropriate content of the change.
- Oversees the sale or acquisition of all real property or other School District property, including arranging for title insurance when necessary and arranges for representation of the School Board in condemnation proceedings or other real property litigation.

- Prepares or approves as to form all contracts entered into on behalf of the School Board.
- Coordinates any litigation to which the School Board is a party, including appeals, by assigning cases to outside counsel as approved by the School Board or by retaining the cases personally.
- Delivers information concerning any litigation to the appropriate trial attorney and monitors the progress and costs of any litigation to which the School Board is a party.
- Renders legal services as the School Board requires including serving as lead counsel in selected cases involving the School Board.
- Sends written reports to the School Board on a quarterly basis or more frequently if required by the School Board as to the progress of litigation.
- Assists in the interpretation of rules and policies of the District to staff, students, and the community.
- Interacts with parents, outside agencies, businesses, and the community to enhance understanding of District initiatives and priorities and to elicit support and assistance.
- Responds to inquiries or concerns in a timely manner.
- Disseminates information and current research to appropriate personnel.
- Maintains a network of peer contacts through professional organizations.
- Attends training sessions, conferences, and workshops to keep abreast of current practices, programs, and legal issues.
- Supervises assigned personnel, conducts annual performance appraisals, and makes recommendations for appropriate employment action.
- Prepares or oversees the preparation of all required reports and maintains appropriate records.
- Serves on District, state, or community councils or committees as assigned or appropriate.
- Represents, consistently, the School Board and District in a positive and professional manner.
- Conducts seminars and/or individual training of the School Board, members of the School Board, employees of the School Board or District, as to legal issues faced by the School Board and District.
- Performs other incidental tasks consistent with the goals and objectives of this position.

MINIMUM REQUIREMENTS

- Juris Doctorate Degree from an accredited law school, and a member in good standing of the Florida Bar.
- Five (5) years of experience as an attorney.
- Qualifications may vary from the above requirements to such a degree as the Board determines is necessary and appropriate to ensure properly qualified personnel in each specialized assignment.

KNOWLEDGE, SKILLS, AND ABILITIES

Requires the ability to:

- Demonstrate skill in governmental and administrative law and laws applicable to Florida School Districts.
- Demonstrate acquired, effective trial experience.
- Effectively supervise.

- Utilize experience in Parliamentary Procedures and knowledge of Roberts Rules of Order as revised.
- Plan, organize and prioritize activities.
- Communicate effectively, both verbally and in writing.
- Develop policies and determine strategy as well as long range goals for the organization.
- Perform work that involves high level issues, processes, or organizational needs.
- Make recommendations that impact the budget and manage the budget within assigned department.
- Use small office equipment and computers.

PHYSICAL DEMANDS

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects. The work also requires the following physical abilities in order to perform the essential job functions: hearing, mental acuity, repetitive motion, speaking, talking, and visual acuity.

WORKING CONDITIONS

Employees in this position work in a safe and secure work environment that may periodically have unprecedented requirements or demands.

Date of Board Approval: June 20, 2017, effective July 1, 2017

Date of Revision: December 15, 2020

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

DEC 15 2020

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY