

AGREEMENT

THIS EMPLOYMENT AGREEMENT dated this ____ day of December, 2021, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as "School Board"), and J. BRUCE BICKNER (hereinafter referred to as "Attorney"),

WITNESSETH:

WHEREAS, the School Board wishes to employ the Attorney to provide legal services to and for the benefit of the School Board and the Clay County School District, and

WHEREAS, the School Board desires the services of Attorney on a full-time basis as its attorney and employee of the School Board, and

WHEREAS, the Attorney is willing to accept employment by the School Board on the terms set forth in this Agreement, and

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements hereinafter set forth, the School Board and the Attorney agree as follows:

1. Term: This Agreement shall be in effect from December __, 2021, until December 30, 2023, unless sooner terminated as provided herein. This is a two-year Agreement.
2. Employment of Attorney: The School Board appoints and employs the Attorney as a full-time employee as the Attorney for The School Board of Clay County, Florida. The Attorney shall devote his full professional time exclusively to the obligations herein and shall not accept any other employment or legal representation absent prior written consent of the School Board.
3. Duties of the Attorney: The Attorney shall be responsible for rendering legal services and supplying legal advice on all matters affecting the school district and the School Board consistent with the job description for the position of School Board Attorney, School Board Policy, and the laws of the State of Florida. The Attorney shall be responsible to and supervised by the School Board. In the event of conflict or likely conflict between the interests of the School Board and the interests of the Superintendent of Schools or any officer or employee of the School

Board, the Attorney shall represent the School Board and, if appropriate under the Rules of Professional Conduct for the legal profession promulgated by the Florida Bar, shall advise such other person to seek independent counsel. Attorney warrants that he is a member of the Florida Bar and is legally qualified to practice law in the State of Florida. Throughout the term of this Agreement the Attorney shall remain legally qualified to practice law in the State of Florida.

4. Compensation: The Attorney shall be compensated for performance of his duties and shall receive a salary at the annual rate of \$144,000.00 beginning on the effective date of this contract. During the term of this contract the annual salary rate shall remain fixed and is not subject to increase. Across-the-board salary increases in the salary scale of other school district administrators shall have no effect on the salary rate of the Attorney. In the event of district financial crises in which all senior district administrators are subjected to across the board equal percentage salary decreases, the salary of the Attorney shall be decreased by the same percentage as other senior administrators. **In the event that the School Board hires a second attorney to work junior to and under the tutelage and/or supervision of the Attorney subject to this Agreement, it is agreed that the Attorney shall have substantial, meaningful input (including attendance at candidate interviews) into the School Board's decision as to the individual hired, her/his qualifications and duties and the organization of the legal department which is formed by the addition of said attorney. The final decision regarding who is hired as an additional attorney rests with the School Board. If those parameters are met, and the addition of said attorney occurs any time prior to the end of the first year of this Agreement, there shall be no reduction in the Attorney's salary as provided for in this agreement until the last day of the first month of the second year (twelve month period) of this Agreement, at which time said salary shall be reduced by the amount set forth in the following sentence. If the addition of a second attorney occurs at any time during the second year of this Agreement, the Attorney agrees to reduce his salary from the amount set forth herein to \$124,000.00, a reduction of \$20,000.00, beginning on the thirtieth (30th) day after the signing of an employment contract by all parties to the Contract. If the hiring of a second attorney is for the purpose of replacing the Attorney who is the subject of this Agreement rather than expansion of the legal office of the district, there shall be no reduction of the Attorney's agreed upon salary (\$144,000.00) and the requirements of early termination of this Agreement shall apply.**

5. Retirement and Benefits: In all other respects, the Attorney shall be regarded as an employee and will be entitled to participate in such fringe benefits as may be available to other employees of the School Board and shall accrue sick leave,

vacation leave, and additional hours of annual leave at the same rate as other senior administrative personnel of the School Board. The Attorney's employment shall be governed by the personnel policies and procedures applicable to senior administrative personnel of the School Board as they may exist or hereafter 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 the Attorney and the School Board. **The Attorney shall not accrue further retirement benefits through the FRS program while employed pursuant to this Agreement.**

6. Work Conditions: The School Board shall provide Attorney with an office, office equipment and furniture suitable to the Attorney's employment and shall provide telephone service, computers, materials, legal publications, and computer-based legal research support necessary for efficient performance of his duties. **The Attorney does not need and the School Board shall provide, secretarial and/or paralegal services utilizing qualified personnel who shall be hired by the District through Human Resources as a district employee, subject to the District Policies regarding allocations, job descriptions, salaries and benefits, hiring, retaining and termination. The hiring process for these positions shall be carried out with close collaboration between the Attorney and Human Resources.**

~~The Attorney does not need, and the School Board shall not provide, secretarial or paralegal services. Provision of such services is the responsibility of the Attorney. In the event that the nature of the position and workload change, the provision of secretarial and paralegal services may be re-negotiated between the parties.~~

7. Professional Development: The School Board shall pay the Attorney's membership dues in the following professional organizations: The Florida Bar, the Florida School Board Attorneys Association, the National School Boards Association Council of School Attorneys, and the Clay County Bar Association. To assist the Attorney in remaining current in the developing areas of education law, the School Board authorizes the Attorney to attend the quarterly education meetings of the Florida School Board Attorneys Association and at least one educational conference per year sponsored by the National School Boards Association Council of School Attorneys and shall pay the Attorney's registration fees for such conferences or meetings and associated travel expenses in accordance with standards established in §112.061, *Florida Statutes*, and School Board policy. The expenses and costs of attendance at any other seminars, conferences or meetings by the Attorney shall be borne by the Attorney. Professional leave shall be granted to allow the Attorney to participate in meetings and functions of the Education Law section

of the Florida Bar.

8. Indemnification: The School Board shall defend, hold harmless and indemnify the Attorney for any and all demands, claims, suits, actions, and legal proceedings brought against the Attorney in his individual or official capacity as an agent or employee of the School Board in connection with any matter arising while the Attorney is acting within the scope of his employment to the full extent provided by law. Nothing in this paragraph shall be construed to expand the waiver of sovereign immunity or to increase the limits of liability set forth in §768.28, *Florida Statutes*.

9. Evaluation: The School Board shall provide the Attorney with periodic opportunities to discuss Attorney/School Board relations and shall inform the Attorney from time to time of any inadequacies in such relations as perceived by the School Board. The School Board shall assess in writing the performance of the Attorney on or before the first day of ~~December~~ **October** of each calendar year during the term of this Agreement and any renewal thereof. The evaluation instrument and process shall be developed jointly by the School Board and the Attorney. The annual written evaluation of the Attorney's performance shall be based upon the Attorney's job description and this Agreement. **If a second attorney is hired as is contemplated in the last half of paragraph 4 of this Agreement, the Attorney who is subject to this Agreement shall participate, along with and in the same manner as each Board member, in the annual evaluation of said attorney's performance, which evaluation shall take place no later than the 15th day of September or each calendar year.**

10. Termination: This Agreement shall continue in effect for a period of two (2) years. **This Agreement may be terminated by either party either without cause at any time during the second year of the Agreement, provided that the terminating party provides the other party with one hundred and twelve calendar days (16 calendar weeks) written notification of termination of employment. In the event that the School Board chooses to immediately terminate the Attorney rather than allow him to complete the notice period the School Board shall compensate the Attorney for all remaining days of the Notice period the period at the maximum salary set forth in paragraph four (4) of this Agreement.** This Agreement may be terminated by the School Board on the second anniversary of its execution only if the Board provides the Attorney notice in writing sixty (60) days prior to the School Board's annual reorganization meeting of its intent to terminate the Agreement. Said notice of termination shall be sent to the attorney pursuant to a vote taken by the School Board at a regular or special meeting of the Board at which all five members were in attendance. Failure by the School Board to notify the Attorney of its intent

to terminate this Agreement as set forth herein shall result in the extension of this agreement for one (1) additional year. The terms of Florida Statute 215.425 (4) (a), (b), (c) and (d) are incorporated herein, by reference. Nothing contained herein shall limit the Attorney's right to compensation for unused, earned annual, sick, compensatory or administrative leave in accordance with methods set forth in Florida Statutes or School Board Policy, whichever method is most favorable to the departing Attorney.

This Agreement and the Attorney's employment by the School Board may be terminated at any time by the School Board for misconduct by the Attorney constituting just cause as defined for other administrative employees of the School Board; or for engaging in conduct which constitutes a felony under Florida law; or for failing to remain a member in good standing of the Florida Bar; or for failing to carry out a directive of the School Board. The terms of Florida Statute 215.425 (4)(a), (b), (c) and (d) are incorporated herein, by reference.

If the Attorney dies this Agreement shall terminate automatically. If the Attorney becomes permanently disabled such that he can no longer perform the essential functions of the duties of the School Board Attorney even with the provision of reasonable accommodations under the ADA, the School Board may terminate this Agreement.

Other than as set forth in this section, early termination of this Agreement may occur only if there is a mutual written agreement of early termination signed by both the Attorney and the Chairperson of the School Board acting with the authority of the full Board. ~~and the Attorney~~

11. Amendment: This Agreement shall not be amended or modified except by written agreement properly executed between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

MARY BOLLA, Chairman
900 Walnut Street

J. BRUCE BICKNER
3383 Olympic Drive

Green Cove Springs, Florida 32043

Green Cove Springs, Florida 32043

ATTESTED TO:

DAVID BROSKIE, Superintendent