



Charlie Van Zant, Jr.  
Superintendent of Schools

## SCHOOL DISTRICT OF CLAY COUNTY

900 Walnut Street  
Green Cove Springs, Florida 32043  
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December 1, 2014

### BOARD MEMBERS:

Janice Kerekes  
*District 1*  
Carol Studdard  
*District 2*  
Betsy Condon  
*District 3*  
Johnna McKinnon  
*District 4*  
Ashley Gilhousen  
*District 5*

Charles D. Sikes, Esq.  
Charles D. Sikes P. A.  
817 McMahon Street  
Starke, Florida 32091-2521

Re: Clay County School Board and School Superintendent Representation

Dear Mr. Sikes:

Pursuant to Fla. Stat. § 1001.41 and section 1.02(D) of the Policies of the School Board of Clay County ("the School Board"), this sets forth the terms of the agreement for your engagement with the School Board to provide legal advice and representation to the School Board and the Clay County School Superintendent ("the Superintendent") beginning on December 1, 2014. The scope of your representation shall include those legal matters either or both of the foregoing refer to you which are collectively referred to as "the Clients."

For this representation, the School Board will pay you a retainer of \$6,000 per month, plus any associated out-of-pocket expenses which shall not include any travel expenses to and from facilities within the School District, secretarial overhead, computerized research, or any other expense which normally is considered overhead expense for a law office. For December 2014 only, the retainer amount will be \$9,000 due to the additional time you will need to expend transitioning into this representation.

This arrangement is terminable at the will of either party at any time; provided, however, that if you terminate this engagement, you must do so in a manner which fulfills your professional responsibility in all matters referred to you which may include spending time transitioning pending legal matters to new legal counsel. If your engagement terminates before the end of the month, you will receive a pro rata portion of your retainer for that month with no further compensation. If your engagement under this agreement continues through June 2015, you will make written recommendations to the Clients concerning legal representation for the period beginning July 1, 2015.

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Given that you will handle matters on behalf of the School Board and/or the Superintendent, you are obligated under the Rules of Professional Conduct of The Florida Bar to ensure that you avoid any conflict in providing such representation. Thus, within the scope of your engagement, you have the duty and responsibility to identify actual and potential conflicts and advise the Clients of such conflicts and the ramifications of same and, if appropriate, take steps to avoid a conflict in representation which may include declining to represent either or both of the Clients and recommending separate counsel consistent with the Rules of Professional Conduct and Florida law.

Assuming you agree to the terms above, please indicate by signing below.

Sincerely,



Charles Van Zant  
Clay County School Superintendent

Accepted on December 1, 2014



Charles D. Sikes

Approved by majority vote of the Clay County School Board this 8<sup>th</sup> day of December, 2014:

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Chair, Clay County School Board