

AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2010, 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 to be full time as an 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 1, 2010, until November 30, 2013, unless sooner terminated as provided herein.

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**.

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. 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 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. The Attorney throughout the term of this Agreement 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 \$149,350.00 effective December 1, 2010. Beginning December 1, 2010, and annually each year thereafter for the term of this contract. Salary increases for the Attorney shall be equal to the percentage of increase adopted by the Board for Administrative Personnel or 2%, whichever is lower.

5. Retirement and Benefits: In all other respects, the Attorney shall be regarded as an employee and will be entitled to participate in such retirement plans and other 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 administrative personnel of the School Board. The Attorney's employment shall be governed by the personnel policies and procedures applicable to 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.

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, materials, legal publications and legal research support necessary for efficient performance of his duties. The School Board shall also provide for payment of legal and malpractice insurance.

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 or LRP 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. The attendance at any other seminars, conferences or meetings by the Attorney which would result in expense to the School Board must be approved by the School Board. 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 was 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 September 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 and may include information and input from the Superintendent of Schools and staff.

10. Termination: This Agreement shall continue in effect for a period of three (3) years. This Agreement may be terminated by the School Board on the 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. 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.

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**

_____, Chairman
900 Walnut Street
Green Cove Springs, FL 32043

J. BRUCE BICKNER, Attorney
3383 Olympic Drive
Green Cove Springs, FL 32043

ATTESTED TO:

BEN H. WORTHAM, Superintendent