

# DOUGLAS LAW FIRM

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## CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT by and by between the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "Board", and DOUGLAS LAW FIRM, hereinafter referred to as "Attorney", states as follows:

1. Attorney shall serve as the Attorney for the School Board and shall receive as retainer compensation the sum of Twenty-Four Thousand and no/100 Dollars (\$24,000.00) per month in exchange for which Attorney shall perform the following specific services:
  - a. Attendance at all meetings of the School Board (Regular, Special, shade, and workshops) as well as all IEP meetings, union contract negotiations and district staff meetings as required
  - b. Attendance at all truancy and student disciplinary hearings.
  - c. Advise the School Board on all matters and inquiries made by the Board.
  - d. Render oral or written legal opinions and give legal advice to the School Board, Superintendent and other departmental and school site administrators on legal questions pertaining to school business.
  - e. Represent the School Board and School District as legal counsel in certain matters brought by the EEOC, DOJ, OCR, FCHR and other non-jury administrative law/agency matters. Depending on the complexity of the issue, outside counsel may be required to represent the interests of the School District.

- f. Coordinate outsourced legal services as needed at the direction of the School Board or Superintendent.
- g. Accept and respond promptly to all legal matter inquiries from any school district employee concerning matters which are School Board or District business.
- h. Inform the School Board and Superintendent of any pertinent court decisions and changes in state and federal law and advise the School Board of any needed or suggested litigation that will benefit the School Board.
- i. Prepare or review as to content and form and approve or suggest amendments to all contracts entered into on behalf of the School Board, including contracts submitted by schools or district Administrators.
- j. Provide legal assistance in the drafting and review of legal documents, policies, rules, regulations, resolutions, applications, legal notices, advertisements and all other legal or quasi legal papers upon request.
- k. Advise the School Board, Superintendent and staff in all matters of a legal or technical nature relating to the interpretation of statutes, charters, ordinances, contracts and regulations.
- l. Advise the School Board, Superintendent and staff on the purchase, sale, lease or disposition of real and physical property.
- m. Maintain competence and render legal advice and representation in all areas of school law, including but not limited to IDEA/ESE, constitutional issues, administrative law issues, discipline, land use, growth management, contracts, litigation, eminent domain, basic real estate and civil litigation.
- n. Perform any other duties consistent with the legal needs of the School Board and School District as the School Board and Superintendent may require.
- o. Acknowledging that this is to be staffed as a full-time position, maintain office hours, on Clay County District Schools' calendar workdays, from 7:30 a.m. - 4:00 p.m., at the District Administrative offices and, when not physically present, be available by phone or zoom in order to facilitate consultation with the Superintendent, School Board members and Administrative and school staff.


- p. Implement an organizational chart and process to delineate a clear path for staff to access needed legal services.
    - q. The primary attorney responsible to the School Board and Superintendent for performing these functions will be Jeremiah Blocker. The primary attorney responsible to Clay County District Schools staff for performing these functions will be John Steinmetz, or other designated attorney as needed supported by Marcus Duffy, with principal responsibility and oversight by Jeremiah Blocker.
2. This Agreement expressly excludes representation and involvement in litigation matters, outside representation of the Board in zoning, planning and concurrency matters and before other Boards, Commissions and organizations, and complex real estate matters including Bond matters. If the School Board desires to retain Attorney to represent the School Board in a litigation matter, or complex real estate matters, a separate contract for legal services will be executed by the parties;
3. As additional compensation in consideration of the services to be provided by Attorney, the Board shall provide the following:
  - a. Reimbursement for all out-of-county travel and per diem expenses as permitted by law in the manner allowable to and for School Board Members;
  - b. Office space, computer equipment and office supplies for Board Attorney at District Office;
  - c. Secretary for Board Attorney at District Office;
  - d. Availability of photocopy usage, postage, LexisNexis computer research subscription, legal publications (Florida School Laws), other school law related publications required to meet required job duties.
  - e. Payment of Attorney's membership dues in the Florida School Board Attorneys Association and a recognized national association of school board attorneys;
  - f. Payment of registration/material fees and lodging, travel and meal expenses to facilitate Attorney's attendance at school related legal education seminars sponsored by the Florida School Board Attorney's Association or Florida School Board Association, in accordance with the District reimbursement schedule.;
  - g. Mileage reimbursement for work related travel, excluding travel to and from the District offices for daily work.

4. This Agreement and all transactions contemplated hereunder are governed by, and construed and enforced in accord with, the laws of the State of Florida. Venue for any litigation related to this Agreement will be in Clay County, Florida. Attorney shall at all times be considered a "Contractor" and shall not be considered an employee of the School Board or the School District under any circumstances.
5. This agreement shall be effective March 1st, 2024, and shall remain in effect for a term of one (1) year from said date and shall automatically be renewed for subsequent one (1) year terms on the anniversary date unless modified or terminated by agreement of the parties.
6. Parties agree to a six (6) month review to evaluate whether additional compensation is appropriate based on the workload demands.
7. Notwithstanding the above, this agreement may be canceled and terminated by either party upon the providing of ninety (90) days' notice, in writing, of such intent.

DONE AND EXECUTED this 12<sup>th</sup> day of February 2024.

DOUGLAS LAW FIRM

THE SCHOOL BOARD OF  
CLAY COUNTY, FLORIDA

  
\_\_\_\_\_  
Charles T. Douglas, Jr., for the Law Firm

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Ashley Gilhousen, Board Chair

ATTESTED TO:

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David Broskie, Superintendent