

AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2006, 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, 2006, until November 30, 2007, 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 \$140,000.00 effective December 1, 2006.

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 and vacation time at the same rate as other administrative personnel of the 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 will provide Attorney with adequate office space, telephone service, materials, legal publications and legal research support necessary for the maintenance of the Attorney's office at the Administration Building. 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, and the National School Boards Association Council of School Attorneys. 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 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.

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. Termination: 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 to find for other administrative employees of the School Board. Either party may terminate this Agreement without cause with sixty (60) days' written notice.

10. 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**

J. BRUCE BICKNER

By _____
CAROL VALLENCOURT, Chairman
900 Walnut Street
Green Cove Springs, FL 32043

By _____
J. BRUCE BICKNER, Attorney
1406 Kingsley Ave., Ste. E
Orange Park, FL 32073

ATTESTED TO:

By _____
DAVID L. OWENS, Superintendent