

## Contract for Labor/Employee Relation Services

### Mutual Covenants and Stipulations

This AGREEMENT, entered into by and between the School Board of Flagler County, Florida, herinafter referred to as the "AGENCY" and Sniffen & Spellman, P.A., herinafter referred to as the "CONTRACTOR".

Comes now the undersigned and stipulate by these covenants and agreements to the following:

1. The Contractor will act as the designee for the Superintendent, consistent with the provisions of 447.309, Florida Statutes, with the Business Agent of the employee units, specifically the Flagler County Educators' (FCEA) and Flagler Educational Support Personnel Association (FESPA).
2. The Contractor will provide pre-bargaining preparation services, upon request, including but not limited to:
  - Analysis of existing contract language;
  - Analysis of existing salary schedule structures, with a view toward external competitiveness and internal equity;
  - Pre-bargaining surveys of administrative, management and supervisory employees;
  - Training for the two management bargaining teams covering team member roles, the rules, relationships and methodology of the various forms of bargaining, language impact analysis and contract implementation;
  - Analysis of employee unit proposals with the team and Superintendent to form recommendations for School Board approval. These meetings being subject to the privilege of executive session and for the purpose of framing the collective bargaining system will be held in trust by the parties, never to be made available for public awareness.
3. The Contractor will act as the chief spokesman for the School District in negotiations with the Instructional unit for successor Collective Bargaining Agreements. The scope of such negotiations being limited to re-openers only as defined by the current Agreement.
4. The Contractor will act as the chief spokesman for the School District in negotiations with the Classified and Support employee unit. The scope of such negotiations being limited to re-openers only as defined by the current Agreement.
5. The Contractor will provide counsel to the designated grievance administrator and will be contacted prior to all grievance hearings and again prior to a decision based on a review of the evidence.
6. The Contractor will provide counsel to the Superintendent or designee in matters involving employee discipline and serve as necessary to interpret the contract language.

7. The Contractor will provide an annual training session for management personnel following the close of negotiations to review new language, current case law and contract implementation issues-strategies.
8. If required, the Contractor will provide representation of the Agency if negotiations result in impasse.
9. If requested, the Contractor will provide representation of the Agency in arbitration of grievances and other labor disputes, including unfair labor disputes before administrative agencies (such as the Florida Public Employee Relations Commission) and in state and federal courts, and appeals of arbitration and administrative decisions in state appellate courts.
10. The Agency will compensate the Contractor:  
  
Fee for Services. The following hourly rates for services are:


Partner/Senior Attorneys	\$200.00
Associates	\$175.00
Paralegal/law clerk	\$ 90.00
11. Costs and Expenses. In addition to fees for legal services, there are certain costs and expenses that Agency may be obligated to pay. Costs over \$200.00 shall be billed directly to Agency. All travel, lodging and other expenses will be reimbursed at the standard State of Florida rates.
12. While this Contract is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that may be requested by Agency and agreed to be provided that are outside the initial scope of representation.
13. The Contract for services will begin on the 19<sup>th</sup> day of July, 2022 and run continuously for a period of one (1) year. This Contract may be renewed for three (3) additional one (1) year periods.
14. This Agreement may be amended at any time by mutual agreement of the parties or terminated without cause by giving thirty (30) days of written notice which includes a statement of intent to cancel. This action may be taken by either party.
15. Document Retention. Agency will take all reasonable steps to retain all documents, both paper and those stored electronically, which relate or which may potentially relate to this matter. Electronically stored documents include all those maintained on a computer, including all e-mails, and in some instances may include voice mails. The Agency will provide all potentially relevant documents to Contractor, including in response to any legitimate requests by an opposing party under the applicable rules of discovery.

16. Client Documents. Contractor will maintain any documents Agency furnishes to Contractor. At the conclusion of the matter (or earlier, if appropriate), the Agency will advise Contractor as to which, if any, of the documents in Contractor's files Agency requests be returned to the Agency. Contractor will retain any remaining documents in its files for a reasonable period of time and ultimately destroy them in accordance with their record retention program schedule.


IN WITNESS WHEREOF, Agency has made and executed this Agreement and Contractor has made and Executed this Agreement on the day and year below.

Sniffen & Spellman, P.A.

The School Board of Flagler County, Florida

  
\_\_\_\_\_  
Terry J. Harmon

July 7, 2022  
Date

  
\_\_\_\_\_  
Trevor Tucker, School Board Chairman

July 19, 2022  
Board Approval Date

Approved as to Form:

  
\_\_\_\_\_  
Kristy L. Gavin, School Board Attorney