

September 29, 2017

Dr. Todd Bowden, Superintendent  
Sarasota County Schools  
1960 Landings Boulevard  
Sarasota, Florida 34231

**VIA ELECTRONIC MAIL**  
ahardy@matthewseastmoore.com

Re: FEA Best & Brightest Litigation

Dear Dr. Bowden:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A., (“RKC”) as counsel on behalf of Sarasota County Schools (“SCS” or “client”), pertaining to representation in the FEA v. Florida DOE, et al. class action lawsuit, Case No 17-cv-00414. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

This letter constitutes the engagement agreement (the “Agreement”) between SCS and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience

1. **Limitations on Obligation.** You acknowledge that we are not SCS’s general counsel and that our acceptance of this engagement does not involve an undertaking to represent SCS’s interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal development that might have a bearing on SCS’s affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter.

2. **Fee for Services.** I will take principal responsibility for this matter, and my hourly rate is \$250. I will enlist the assistance of other attorneys or paralegals in our firm, as may be appropriate to further our SCS’s interests. The rates charged for these personnel are below. Because this is multiparty representation the Sarasota School Board will only be responsible for a pro-rata share of the total hours expended. The Costs will be shared too on a pro-rata basis. The only exception to the pro-rata sharing of expenses will occur if the Sarasota

School Board has unique defenses to raise in discovery related to its union's independent status. We reserve the right to modify these rates annually.

Partners	\$250
Associates	\$190
Paralegals	\$100

3. **Costs and Expenses.** In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. The costs will be shared on a pro-rata basis to the extent they apply to all clients. Costs over \$500 shall be billed directly to you. You agree to pay these bills on a timely basis according to their terms.

4. **Payment of Fees and Expenses.** All fees and costs shall be payable on a monthly basis.

5. **Cooperation.** In order to enable us effectively to render the services contemplated, you agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to the litigation. You agree to cooperate fully with us and to make yourselves or your representatives available to attend meetings, discovery proceedings and conferences, hearings, at least one mediation before trial, and other proceedings as necessary. We will attempt to schedule depositions, hearings, etc. at convenient times, but it is the nature of litigation that such schedules are often not within our control.

6. **Document Retention.** You should 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. You should suspend any document destruction procedures, including automatic operations and procedures that could possibly affect documents relating to this matter. You must not discard or overwrite computer backup storage in order to avoid the potential loss of documents in electronic form relating to this matter. You will provide all potentially relevant documents to us, including in response to any legitimate requests by the opposing party under the applicable rules of discovery. You are advised that the destruction of relevant evidence, or even the failure to retain such evidence whether intentionally or not, could lead to liability for spoliation of evidence, imposing adverse evidentiary presumptions against your interest, and imposition of severe sanctions by the court, which may include monetary sanctions and the striking of pleadings or defenses.

7. **Termination of Representation.** It is understood that, subject to any limitations imposed by the Rules Regulating the Florida Bar, RKC or SCS may terminate RKC's representation.

8. **Client Documents.** We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to

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you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

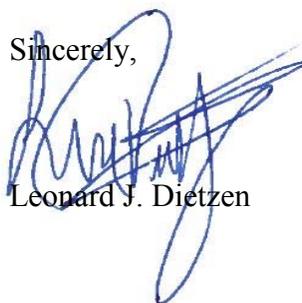
9. **Advance Deposit for Fees and Costs / Retainer:** At this stage of the proceedings, we have not requested an advance deposit for payment of fees and costs. In the event a deposit is requested, the money would be deposited into our trust account pursuant to the terms of this engagement letter, and the funds held in our trust account would ultimately be credited against any statement for services rendered and costs incurred not paid or contested by you in writing within thirty (30) days from mailing. In other words, if you do not so notify us in writing of any contested amounts of a bill within thirty (30) days from mailing, and you do not pay the invoice within thirty (30) days from mailing, then the amount of the invoice will be transferred from the monies that had been placed into the trust account. It would thereafter be necessary for you to replenish the deposit to bring your account current on an ongoing basis. By signing a copy of this letter, you hereby authorize such disbursements. An advance deposit for fees and costs in an appropriate amount may be requested in the event litigation of a substantial nature commences.

Funds provided for deposit into the Rumberger, Kirk & Caldwell, P.A. trust account will be placed in a banking institution where the firm has its banking relationship. This is currently the Orlando, Florida branch office of SunTrust, N.A. By signing a copy of this letter, you consent to your funds being maintained in this trust account in Florida.

The parties agree that any dispute regarding Rumberger, Kirk & Caldwell's engagement on this matter will be adjudicated in federal or state court in Sarasota County. Florida law will apply without regard to conflict of law principles.

I will have primary responsibility for this matter. I will be assisted by Nicole Smith. Please feel free to contact me at anytime if you have any questions or concerns. We appreciate the opportunity to represent Sarasota County Schools in this matter, and we look forward to working with you towards a successful resolution of this case.

Sincerely,



Leonard J. Dietzen

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I, THE UNDERSIGNED, AGREE TO THE TERMS AS DESCRIBED IN THIS LETTER.

BY: \_\_\_\_\_

Print Name: Dr. Todd Bowden, Superintendent

on behalf of Sarasota County Schools

Dated: \_\_\_\_\_