

RETAINER AGREEMENT

1. The undersigned authorizes the law firm of Meyer, Brooks, Demma and Blohm P.A., and such other law firms and attorneys as it may from time to time designate (hereinafter collectively "Lawyers") to be our exclusive representatives as a plaintiff in litigation in the Florida courts challenging the constitutionality of Chapter 2010-154, Laws of Florida, establishing, *inter alia*, penalties on school districts which do not meet class size requirements for 2010-2011 and which redistributes funds of the District to other school districts which do comply with class size (hereinafter "Litigation").

2. We understand that the Board has an attorney/client relationship with the Lawyers, and all communications between the Board and the Lawyers that in any way relate to the Litigation are protected by the attorney/client privilege and will not be disclosed except as required by law.

3. It has been disclosed to the Board that the Lawyers will represent other plaintiffs in the Litigation. We understand that the course and scope of our representation in the Litigation will be determined in consultation with the Lawyers and all of the plaintiffs. In the event that there is now or in the future any conflict between our interests in the Litigation and the interests of any other plaintiff in the Litigation, the Lawyers promptly will disclose said conflict to the Board.

4. The Lawyers have disclosed that from time to time they provide representation to school employees and/or their local union in employment disputes which may be adverse to the Board. The Board, by these presents, waives any conflict of interest which could arise from such representation and agrees that the Lawyers shall not be disqualified from continuing such representation.

5. It is agreed that a payment of \$1,500, is required and that such payment will be applied to payment of legal fees and costs incurred in the Litigation. The Board understands that further payments toward the maintenance of the Litigation may be requested from time to time by the Florida School Boards Association (FSBA) to assist it in paying the fees and costs incurred.

6. Unless contrary instructions are given by the Board in writing to the Lawyers, we authorize the Lawyers to discuss and disclose information related to their representation of us in the Litigation with the other plaintiffs in the Litigation, as well as with FSBA and any other organization that may become involved in the Litigation. We understand that all such discussions and disclosures will be kept confidential to the extent permitted by law, and will be

made for the purpose of furthering the common interests of the plaintiffs in the Litigation and the organizations that are involved in the Litigation.

7. Subject to the attorney/client privilege and such other confidentiality provisions as are contained in this Retainer Agreement, we authorize the Lawyers and FSBA to issue press releases and otherwise communicate with the media regarding the Litigation as they may, from time to time, deem appropriate.

We understand that this Retainer Agreement is subject to the attorney/client privilege to the extent permitted by law.

SCHOOL BOARD OF _____ COUNTY

By: _____

DATE

CHAIRPERSON

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