

## **GENERAL COUNSEL CONTRACT**

THIS GENERAL COUNSEL CONTRACT (referred to herein as the “Contract”) is made and entered into effective as of July 1, 2022, by and among the Board of Trustees of Lake Wales Charter Schools, Inc., a Florida not for profit corporation (the “Board”), and Robin Gibson (the “Attorney”).

WHEREAS, the Board wishes to engage the Attorney to provide legal services to and for the benefit of the Board and the Lake Wales Charter Schools System (the “System”) according to the bylaws and policies of the System.

WHEREAS, the Attorney is willing to accept this engagement by the Board on the terms set forth in this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto to be sufficient consideration for this Contract, the parties covenant and agree as follows:

### **ARTICLE I** **RECITALS**

The parties hereto acknowledge and agree that the above-stated recitals are true and correct and are incorporated herein by reference.

### **ARTICLE II** **TERM**

A. Term. The term of this Contract shall begin on the 1st day of July, 2022, and continue for one (1) year. This Contract shall automatically renew for successive one (1) year terms under the same terms and conditions hereunder, unless either party delivers written notice to the other part of their desire not to extend this Contract at least thirty (30) days in advance of the end of the then current term.

B. Termination. The Board or the Attorney, at their sole and absolute discretion, may terminate this Contract at any time, with or without cause, by giving thirty (30) days written notice of termination to the other party. In the event of Attorney’s death or disability to the extent that Attorney is no longer capable of carrying out his duties under this Contract, the Contract shall terminate as if Attorney had given thirty (30) days’ notice to the Board as of the date of death or disability. In the event this Contract is terminated by the Board, Attorney shall decline any severance package and shall receive no further compensation beyond the effective date of the termination.

**ARTICLE III**  
**QUALIFICATIONS AND DUTIES OF ATTORNEY**

A. Qualifications. Throughout the term of this Contract, the Attorney shall remain legally qualified to practice law in the State of Florida. The Attorney shall also meet all other qualifications set forth in the bylaws and policies of the System.

B. Duties. The Attorney shall be responsible for rendering legal services and supplying legal advice on all matters affecting the System and the Board consistent with the job description of the position of General Counsel, the bylaws and policies of the System, and the laws and regulations of the State of Florida. The Attorney shall be responsible to and supervised by the Board. In the event of a conflict or a likely conflict between the interests of the Board and the interests of the Superintendent of the System or any officer or employee of the System, Attorney shall represent the Board and, if appropriate under the rules of professional conduct promulgated by the Florida Bar, shall advise such other person to seek independent counsel.

**ARTICLE IV**  
**COMPENSATION**

Attorney agrees to take whatever time is necessary to render appropriate legal services to the Board as set forth hereunder for a set monthly fee of seven thousand five hundred dollars (\$7,500.00), payable in advance on the first (1<sup>st</sup>) day of each month.

**ARTICLE V**  
**EVALUATION**

The Board shall conduct an annual written evaluation of the Attorney's performance pursuant to System policy.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

A. Counterparts. This Contract may be executed in multiple. Signatures on this Contract transmitted by facsimile or sent by e-mail in PDF file format or other electronic format shall have the same legal effect as original signatures.

B. Entire Agreement and Modifications. This Contract supersedes all prior agreements and constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. All modifications and amendments to this Contract must be made in writing, fully executed by the parties hereto. Time is of the essence of this Contract.

C. Notices. All notices hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the respective parties at their last known addresses, or sent by e-mail.

IN WITNESS WHEREOF, this Contract has been executed as of the dates stated below.

Signed in the presence of the following two witnesses:

**LAKE WALES CHARTER SCHOOLS, INC.,  
a not for profit Florida corporation**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTORNEY:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**Robin Gibson**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_