

**LEGAL SERVICES AGREEMENT  
2014-2015 SCHOOL YEAR**

This Agreement is between Palmer Prairie School School District No. 472 (hereinafter "School District") and Eberharter-Maki & Tappen, PA (hereinafter "Law Office") as an independent contractor to provide legal services for the 2014-2015 school year beginning July 1, 2014, and ending June 30, 2015.  
It is mutually agreed as follows:

**RECEIVED**

**JUL 14 2014**

**EBERHARTER-MAKI & TAPPEN, PA**

**1. School District Responsibilities:**

**1.1 School District agrees to pay:**

☐ **OPTION A – Monthly Retainer:** School District agrees to pay a nonrefundable monthly retainer of \$80.00 for each month of the duration of this agreement for non-litigation related legal services. School District agrees that it will be billed the monthly retainer even if it does not receive legal services during any given month. School District agrees that Law Office will bill School District for legal services at the hourly rate of \$160.00 per hour and for costs incurred at the applicable rates set forth in paragraph 1.2. In addition to the \$80.00 paid each month, School District agrees to pay Law Office at the rate not to exceed \$160.00 per hour for any additional legal services and costs billed by Law Office. School District agrees to pay litigation legal service rates as set forth in Schedule A. *(Note: This option is only available if signed on or before September 30, 2014.)*

☒ **OPTION B – Annual Retainer:** School District agrees to pay a nonrefundable annual retainer of \$510.00 for the duration of this agreement for non-litigation related legal services. School District agrees that Law Office will bill School District for legal services at the hourly rate of \$170.00 per hour and for costs incurred at the applicable rates set forth in paragraph 1.2. School District agrees that Law Office will apply any bills for legal services and costs against the annual retainer until it is exhausted, and School District agrees to pay Law Office at the same rate for any additional bills received from the Law Office. School District agrees to pay litigation legal service rates as set forth in Schedule A.

**1.2** School District agrees to pay Law Office for legal services at the applicable hourly rate based on the option chosen above. The hourly rate is calculated in 10-minute increments. School District agrees to pay for paralegal services at \$85 per hour and travel time at 50% of the applicable hourly rate. School District agrees to pay ten (10%) interest on unpaid balances over sixty (60) days past due.

**1.3** School District agrees to pay Law Office for costs incurred, including postage, long-distance telephone calls, and contract services, in the actual amount incurred, and fax transmissions and photocopies at the rate of 30¢ per page, and color copies and scans at the rate of 45¢ per page.

**1.4** School District agrees to pay for computerized legal research access at \$1.00 per minute for electronic research exceeding two (2) hours per month.

**1.5** In the event legal fees and costs accrued by the School District are billed to the District's insurance carrier, the School District agrees to pay the Law Office any legal fees and costs which are not covered by the District's carrier. If the School District's insurance carrier fails to pay the Law Office within thirty (30) days from receipt of the invoice, the School District agrees to pay the Law Office the total amount of legal fees and costs billed and agrees to seek reimbursement from the District's carrier.

**1.6** School District authorizes Law Office to provide legal services to district administrators, the board clerk, and board members who contact Law Office unless School District chooses to limit the authority to the following individuals (i.e., superintendent, special education director, principals, supervisors, board clerk, local school district counsel, etc.):



Name	Position
<u>Tawh Ellsworth</u>	<u>Director</u>
<u>Brian Gardner</u>	<u>Board Chair</u>
<u>Debbie Berkana</u>	<u>Board Clerk</u>

**2. Law Office Responsibilities:**

- 2.1 Law Office agrees to provide legal services to School District as requested at the applicable reduced rates designated in Section 1.2 and 1.3 above.
- 2.2 Law Office agrees to submit an accounting of legal services and costs incurred by School District for each month during which legal services are provided, including any out of pocket expenses incurred or advanced for School District. Law Office agrees to charge services and costs against the retainer until it is exhausted and reflect any remaining services and costs for that month as a balance due.
- 2.3 Law Office agrees not to increase the applicable hourly rate at which School District will be billed for the duration of this Agreement.
- 2.4 Law office agrees to provide its publications, webinars and trainings to School District at the discounted rate of 20%.
- 2.5 Law office agrees to attend Board of Trustees meetings on a regular basis at the discounted rate of 20% of the applicable hourly rate.

**3. Discharge of Attorney:** School District may terminate this Agreement at any time by written notice effective when received by Law Office. Unless specifically agreed by Law Office and School District, Law Office will provide no further services and advance no further costs on School District's behalf after receipt of the notice. If Law Office is School District's attorney of record in any proceeding, School District will execute and return a substitution-of-attorney form immediately upon its receipt from Law Office. Notwithstanding the discharge, School District will be obligated to pay Law Office its reasonable attorney fees for all services provided and to reimburse Law Office for all costs advanced prior to the date of receipt of the notice of discharge. The Retainer is not refundable under exercise of this provision.

**4. Withdrawal of Attorney:** Law Office may withdraw at any time as permitted under the Idaho Rules of Professional Conduct. The circumstances under which the rules permit such withdrawal include, but are not limited to, the following: (a) the School District consents, and (b) the School District's conduct renders it unreasonably difficult for the Law Office to carry out the employment effectively. Notwithstanding Law Office's withdrawal, School District will be obligated to pay Law Office a reasonable attorney fee for all services provided, and to reimburse Law Office for all costs advanced before the withdrawal. The Retainer is refundable on a pro-rated basis under exercise of this provision.

Palmer Prairie School #472  
School District Name and No.

7-9-14  
Date

By [Signature]

EBERHARTER-MAKI & TAPPEN, PA

7/14/14  
Date

By Elaine Eberharter-Maki