



**EBERHARTER-MAKI | TAPPEN PA**  
EXPERIENCED IN EDUCATION LAW

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June 18, 2013

Mr. Anthony Warn  
Palouse Prairie School  
PO Box 9511  
Moscow ID 83843-

***Re: Legal Services Agreement for 2013-2014 School Year***

Dear Mr. Anthony Warn:

We want to thank you for the opportunity to have worked with you, your staff, and the board during the 2012-2013 school year. It has been a pleasure to assist the administrative staff in resolving the legal issues your district faced this past year. Additionally, we hope you will continue to call on Eberharter-Maki & Tappen, PA for your district's legal services and invite you to sign the enclosed Legal Services Agreement for the 2013-2014 school year.

As you know, our office routinely handles issues related education, including student discipline, as well as special education, personnel, contracts, district liability, charter schools, policy development, and other areas of concern. Our goal is to provide legal services that enable Idaho school districts to (1) be proactive regarding legal issues confronting the district and (2) meet the district's legal obligations in an efficient and professional manner.

Signing a Legal Services Agreement with Eberharter-Maki & Tappen, PA enables your district to access legal services from a law firm experienced in education law at a competitive rate. Because districts have differing needs, the Legal Services Agreement offers two price options:

**Option A-Monthly Retainer:** A nonrefundable retainer of \$75 due each month enables the district to receive legal services at an hourly rate not greater than \$150. *This option best meets the needs of the district that requires 4 hours or more of legal assistance and/or spends more than \$900 each year for legal services.*

**Option B- Annual Retainer:** A nonrefundable retainer of \$375 due once a year enables the district to receive legal services at the hourly rate not greater than \$160. *This option best meets the needs of the district that requires 2 hours or more of legal assistance and/or spends more than \$375 each year for legal services.*

Selecting either option of the Legal Services Agreement provides the district with a substantial discount from the firm's hourly rate up to \$215, and discounts on publications.

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We believe that our clients benefit from having continuity of services, regardless of the legal issue. However, as in past years, signing a Legal Service Agreement with Eberharter-Maki & Tappen, PA does not preclude a district from also using local counsel. Our office is prepared to work with all members of the district's team, including local counsel.

Again, I want to thank you and the board for your business during the past year, and encourage you to sign and return the enclosed 2013-2014 Legal Services Agreement. As always, our office welcomes any questions and suggestions you may have regarding the Legal Services Agreement, as well as our services and products.

Sincerely,



Elaine Eberharter-Maki  
Attorney at Law

Enclosure

**LEGAL SERVICES AGREEMENT  
2013-2014 SCHOOL YEAR**

This Agreement is between \_\_\_\_\_ School District No. \_\_\_\_ (hereinafter "School District") and Eberharter-Maki & Tappen, PA (hereinafter "Law Office") for legal services for the 2013-2014 school year beginning July 1, 2013, and ending June 30, 2014. It is mutually agreed as follows:

**1. School District Responsibilities:**

1.1 School District agrees to pay the retainer selected below:

**OPTION A – Monthly Retainer:** School District agrees to pay a nonrefundable monthly retainer of \$75.00 for each month of the duration of this agreement. 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 \$150.00 per hour and for costs incurred at the applicable rates set forth in paragraph 1.2. In addition to the \$75.00 paid each month, School District agrees to pay Law Office at the same rates for any additional legal services and costs billed by Law Office. *(Note: This option is only available if School District signs on or before September 30, 2013.)*

**OPTION B – Annual Retainer:** School District agrees to pay a nonrefundable annual retainer of \$375.00 for the duration of this agreement. 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. 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 rates for any additional bills received from Law Office.

1.2 School District agrees to pay Law Office for legal services at the applicable hourly rate; the hourly rate will be calculated in 10-minute increments. School District agrees to pay for paralegal services 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. School District further 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. In addition, School District agrees to pay for Law Office's publications at the applicable price.

1.3 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 and all 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.

1.4 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
_____	_____
_____	_____
_____	_____
_____	_____

**Legal Services Agreement – continued**

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**2. Law Office Responsibilities:**

- 2.1 Law Office agrees to provide legal services to School District, as requested by the individuals designated in Section 1.3, and at the applicable rates designated in Sections 1.1 and 1.2.
- 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 were provided. Law Office agrees to charge services and costs against the retainer until it is exhausted and any remaining services and costs for that month will be reflected 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 the first 10-minute increment of the initial telephone consultation for the duration of this Agreement at no charge.

**3. Discharge of Attorney:** School District may discharge Law Office 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.

**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.

\_\_\_\_\_  
School District Name and No.

\_\_\_\_\_  
Date

By \_\_\_\_\_

EBERHARTER-MAKI & TAPPEN, PA

\_\_\_\_\_  
Date

By \_\_\_\_\_