LEGAL SERVICES AGREEMENT

AGREEMENT made this 1st day of July 2020, by and between UNIFIED SCHOOL DISTRICT #377, with principal offices at 306 Main Street, P.O. Box 289, Effingham, Kansas, hereinafter referred to as CLIENT, and MEARS HAUSMANN, P. A., with principal offices at 104 N. 6th Street, P.O. Box 157, Atchison, Kansas, hereinafter referred to as ATTORNEY.

RETAINER

1. CLIENT retains ATTORNEY as Client's counsel from the 1st day of July 2020, to and including the 30th day of June 2021, unless sooner terminated as provided in this Agreement.

RETAINER

2. The services to be rendered by ATTORNEY under this Agreement shall be all those necessary or proper for the protection of the Client's property or interest to the extent required by the CLIENT as further directed by the Board of Education of UNIFIED SCHOOL DISTRICT #377. For the purposes of clarification and without intending to be exclusive, the following is set down to illustrate the nature of the legal work intended to be covered by this Agreement:

2.1. Advice and Opinions

Legal advice and opinions on all matters relating to the operation of Client's affairs, together with attendance at meetings and conferences as requested by the CLIENT.

2.2. Preparation of Contracts

Drafting and preparation of Contracts, Leases, and other legal documents for CLIENT.

2.3. Litigation

Including the commencement, prosecution or defense of legal actions, the conduct of administrative or other proceedings before governmental agencies or units involving formal appearances by the ATTORNEY.

2.4. Audit Letter

Preparation of Annual Auditor's Letter.

2.5. General

General consultation and advice on overall Board of Education policies, procedures and operation.

FEES

3. ATTORNEY is to receive a minimum of ONE-HUNDRED SEVENTY-FIVE DOLLARS and 00/100 (\$175.00), per hour for the time actually spent on all matters relating to Client's business.

ATTORNEY'S COMPENSATION

4. CLIENT further agrees to reimburse to ATTORNEY any and all necessary and reasonable expenses incurred or paid by ATTORNEY in Client's behalf. ATTORNEY agrees to submit monthly statements to CLIENT for expenses advanced or incurred and for time spent on Client's matters.

TERMINATION AND RENEWAL

5. This Agreement may be terminated by either party earlier than the date provided in Paragraph One (1) herein by giving the other party not less than thirty (30) days prior written notice of intention to do so.

PRIOR AGREEMENTS

6. This Agreement supersedes all prior understandings and agreements between ATTORNEY and CLIENT relating to the subject matter of this Agreement. Such prior understandings and agreements are canceled.

CONTRACTUAL PROVISIONS

7. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2020.

President, Board of Education Unified School District #377

Attested by: _

Clerk, Board of Education Unified School District #377

CLIENT

Larry R. Mears Mears Hausmann, P.A.

ATTORNEY