

LEGAL SERVICES AGREEMENT
UNIFIED SCHOOL DISTRICT #377

THIS AGREEMENT made this ____ day of _____ 2022, 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 2022, to and including the 30th day of June 2023, unless sooner terminated as provided in this Agreement.

SCOPE OF ENGAGEMENT

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. Including such assignments provided to us by the Superintendent or designee, or the President of the Board of Education.

ATTORNEY'S COMPENSATION

3. Attorney's fees are based on the time spent by the Attorneys and Legal Assistants who work on matters for the CLIENT. The current billing rates for Mears Hausmann, P.A. personnel who work on matters for the CLIENT are as follows:

- 3.1. ONE-HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$175.00) per hour for the work of attorneys;

- 3.2. SEVENTY-FIVE DOLLARS AND 00/100 (\$75.00) per hour for the work of certified paralegals; and

- 3.3. SIXTY DOLLARS AND 00/100 (\$60.00) per hour for the work of legal assistants.

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 Agreement, and made a part thereof. The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being the ____ day of _____ 2022.

*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