

## CONTRACT FOR GENERAL LEGAL SERVICES

This Contract is made and entered into by and between the Board of Trustees of the Keller Independent School District, hereinafter called “District”, and Brackett & Ellis, a Professional Corporation, by and through its authorized representative, hereinafter called “Law Firm”. The parties hereto agree as follows:

1. Employment. The District hereby employs the Law Firm for the provision of general legal services for a continuous period until terminated by either party upon thirty (30) days prior written notice.

2. Legal Services. The Law Firm will provide on request of the District all necessary legal services, including without limitation, administrative contact, educational programs for Board members or staff, drafting of legal opinions, policy review and revisions, Board meeting attendance, litigation, contract drafting and review (including all real estate sales or purchase transactions, construction contracts with architects, contractors or other professionals, or other contracts which may subject the District to liability), represent the District in grievances or appeals at all levels, represent the District concerning employee contract nonrenewals or terminations, represent the District in personnel and student disciplinary hearings at all levels, review and revise drafts of the Student Code of Conduct, or any other legal services required by the District. The Law Firm shall perform these services for the District unless the Law Firm has a conflict of interest in a legal matter or if additional legal specialization not provided by the Law Firm is required for the performance of the needed legal services. In such circumstances, the Law Firm shall advise the District and assist the District in obtaining additional legal counsel for such matters. If the District requests the Law Firm to provide delinquent tax collection services, a separate contract shall be entered for those services.

3. Fees for Services. The Law Firm agrees to perform its legal services for the following fees:

a. Hourly rate: The Law Firm shall provide all legal services at its “school rate,” which is significantly less than the Law Firm’s standard rates for its attorneys. Currently, the school rate is \$175.00 per hour. The Law Firm will give the District at least thirty days prior written notice of any increase in its school rate.

b. Board meetings: Attendance at each regular Board meeting, regardless of length, for \$650.00 per meeting. If attendance is required at any special called meeting of the Board, attendance shall be at the regular hourly rate set forth in paragraph 3(a).

c. Litigation: The Law Firm shall prosecute or defend lawsuits, or appeals to the Commissioner of Education, involving the District at the same hourly rate as set forth above.

d. Other expenses:

Photocopies (20¢ per page), long distance telephone calls, courier fees, mileage (at the rate set by the IRS, currently 44.5¢ per mile), postage (including express or certified mail charges), facsimile transmissions (50¢ per page), filing fees, court costs, discovery costs, mediation fees, title reports and investigations, and computerized legal research.

4. Billing and Terms of Payment. Fees and expenses will be billed monthly, and will provide separate detailed statements for each file opened. A summary statement will also be included for administrative convenience. Fees shall be based on quarter (1/4) hour increments.

5. Contact Persons.

a. Persons authorized to request legal services on behalf of the District are: Board members, superintendent, all assistant superintendents, campus administrators, and construction managers.

b. Primary contact at the Law Firm shall be Thomas E. Myers. If Thomas E. Myers is unavailable, all communications will be referred to James M. Whitton.

In consideration of the terms and compensation herein stated, Law Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

WITNESS the signatures of all parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

KELLER INDEPENDENT SCHOOL  
DISTRICT  
350 Keller Parkway  
Keller, Texas 76248

BRACKETT & ELLIS, a Professional  
Corporation  
100 Main Street  
Fort Worth, Texas 76102-3090

By: \_\_\_\_\_  
David Farmer, President  
Board of Trustees

By: \_\_\_\_\_  
Thomas E. Myers

ATTEST:

By: \_\_\_\_\_  
Randy Pugh, Secretary  
Board of Trustees