

Browning Public Schools  
**Board Agenda Request**  
Meeting to Be Held: 7/25/2018



---

**Recognition:**     Students                       Staff                       Parents  
**Information:**    Building Report             Old Business             Superintendent's Report  
**Action:**         Resignation                       Hiring                       Contract Service Agreements  
                     Travel Out-of-State             Travel In State             Approvals  
                     Termination                       Legal Matters             Other:  
                    This action request pertains to  Elementary (only)     High School/District Wide

---

**Date:**        7/25/2018

**To:**            **Browning School Board**  
                    Members

**From:**        Corrina Guardipee-Hall ED.S.  
**Title:**        Superintendent

**Subject:**    **Fee Contract agreement for Training**

**Description:** Evan Thompson will train the administrators, directors and all administration building staff on confidentiality and he will also work with district administration staff to develop a confidentiality policy to be presented later to the school board on August 13, 2018 for 4 hours.

**Financial Impact:** \$800.00

**Funding Source (Budget/grant, etc.):** Superintendent Professional Services 126-90-160-2320-330 (75%); 226-90-160-2320-330 (25%)

**Attachment(s):** Fee Contract for Services

**Comments:** \_\_\_\_\_

---

**Board Action:**    N/A (Info)     Approved     Denied     Tabled to: \_\_\_\_\_

## ATTORNEY-CLIENT FEE CONTRACT

This Attorney-Client Fee Contract, hereinafter "Contract," is entered into by and between Browning Public Schools, hereinafter "Client," and Browning, Kaleczyc, Berry & Hoven, P.C., hereinafter "Attorney."

1. **Conditions.** Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract.

2. **Scope and Duties.** Client hires Attorney to provide legal services in connection with developing a confidentiality policy and providing confidentiality training. Attorney shall provide legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Attorney's services will not include litigation of any kind, whether in court, in administrative hearings or before governmental agencies or arbitration panels. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts.

3. **Legal Fees.** Client agrees to pay for legal services at the following rates:

\$200/hour	-	Partners
\$185/hour	-	Associates
\$105/hour	-	Paralegals

Rates are adjusted annually on January 1<sup>st</sup>. Attorney charges in minimum units of one-tenth hours (6 minutes) and Client will be billed for any and all work performed on behalf of client, including, but not limited to, phone calls/emails with Client or others on behalf of Client, preparing and revising documents, research and review of law, preparing documentation to the file, and any other work deemed necessary by Attorney. Estimated hourly fees are estimates only and are not an agreement to perform services for a fixed fee.

4. **Costs and Expenses.** In addition to paying legal fees, Client shall reimburse Attorney for costs and expenses incurred by Attorney, including, but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, in-office reproduction at 20 cents per page, parking, mileage at the current rate per mile permitted by Internal Revenue Service rules and regulations (as of 1/1/2018 that amount equaled 54.5 cents per mile), lodging and incidental expenses while on travel, investigation expenses, consultants' fees and other similar items. Client authorizes Attorney to incur all reasonable costs.

5. **Statements.** Attorney shall send Client monthly statements for fees and costs incurred. Client shall pay Attorney's statements within 30 days after each statement's date. A finance charge of 1% per month will be assessed on all balances outstanding 60 days after the statement mailing date. Client may request a statement at intervals of no less than 30 days. Upon Client's request, Attorney will provide a statement within 10 days.

6. **Discharge and Withdrawal.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

7. **Conclusion of Services.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. If a monetary judgment is rendered in Client's favor in a matter in which Attorney is representing Client, Attorney will have a lien on that judgment for any unpaid fees and costs. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession. If Attorney has to take legal action to collect amounts due from Client, Client agrees to pay all reasonable costs of collection, including all interest, expert witness fees and attorneys' fees.


8. **Disclaimer of Guarantee.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

9. **File Retention Policy.** It is the policy of the law firm to keep closed files for seven years. At that time, Client will be contacted to determine whether Client wishes to receive the contents of the file. If not, the closed file will be destroyed.

10. **Effective Date.** This Contract will take effect when Client has performed the conditions stated in Paragraphs 1, but its effective date will be retroactive to the date Attorney first provided services. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

11. **Authority of Signatory.** Each representative signing below represents and warrants he/she has authority to enter into this Contract on behalf of their respective party.

BROWNING, KALECZYC, BERRY & HOVEN, P.C.

By:  \_\_\_\_\_  
Evan M.T. Thompson

Date: 6-21-18

BROWNING PUBLIC SCHOOLS:

By: \_\_\_\_\_

Date: \_\_\_\_\_