

# CLYDE G. NELSON

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CLYDE G. NELSON

September 6, 2013

Dr. Molly Stein  
Superintendent of Schools  
School District 150  
250 East 2<sup>nd</sup> South St.  
Soda Springs, Idaho 83276

Re: Retainer Contract For Legal Services

Dear Molly:

The Board of Trustees has requested a formal proposal from me in regard to the providing of legal services on behalf of School District No. 150. As you are aware, I have provided legal services on behalf of the School District for many years under a retainer and fee schedule. The retainer of \$200.00 has not changed, and I bill at the rate of \$145.00 per hour for all services rendered. The fee is deducted from the retainer until it is exhausted, and if other services are provided which exceed the retainer, they are billed in addition to the retainer. The retainer insures that I will be available to consult with staff and officers and that I not take any position or represent any parties with positions contrary to that of the School District.

I have decided to begin spending my winters in Nevada commencing in October, 2013. The summer months will be spent in Soda Springs, at least for the foreseeable future. However, I will continue to provide legal services on behalf of governmental entities I represent to include the City of Soda Springs, Preston, Grace, and Lava Hot Springs. At the present time, my work on behalf of all governmental entities is primarily provided via internet and telephone communications with staff and officers of the entities wherein I review and prepare contracts, ordinances, leases, and other legal documents as well as conferring with and advising staff and officers of those entities. This will not change although I will be residing in Nevada for part of the year. If my presence is needed at a meeting, I can be so through telephone conferencing. All that is required is that I be given reasonable notice of the time and date of the meeting and the subject matter upon which I will be expected to provide consultation and advice in order to properly prepare. Either party would have the right to cancel this agreement, but I would propose sixty days written notice of the cancellation, in order to give the District sufficient time to obtain other counsel. I would provide my cell number, and land line number upon obtaining the same, to you to facilitate contact with me. Under this arrangement, the Board would continue to appoint me as its attorney to provide the District and me with liability insurance protection for actions which I take on behalf of the District.

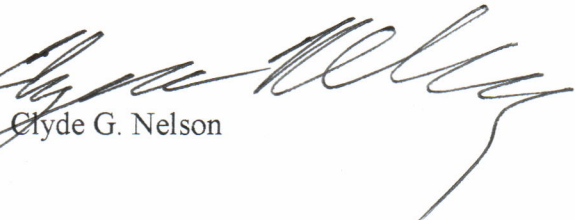
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All of the cities mentioned above have agreed to this arrangement, and I am proposing a similar arrangement with School District No. 150. I see little or no change in the method by which I presently provide services on behalf of the District as most communications I have with your staff is through telephone or internet. I hope that the Board of Trustees will give this proposal favorable consideration. Of course, if you have additional questions or need further information, please call. If the Board or you choose not to agree to this arrangement, please understand that there will be no hard feelings as I have enjoyed representing the District and my working relationship with you over these many years. Please provide me written confirmation of the Board's acceptance or rejection of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Clyde G. Nelson", with a long, sweeping underline that extends downwards and to the right.

Clyde G. Nelson