

**Legal Services Agreement Between
Wylie ISD (Taylor)
and Schwartz & Eichelbaum
Wardell Mehl and Hansen, P.C.**

Wylie ISD (Taylor) (District) and Schwartz & Eichelbaum Wardell Mehl and Hansen, P.C. (FIRM), or its successor firm or assignee, agree to have FIRM represent the District as its attorneys beginning September 1, 2010.

The District is a member of BIG COUNTRY SCHOOL ADMINISTRATORS (BCSA). As long as FIRM maintains its current contractual relationship with BCSA, this agreement entitles authorized district representatives to contact FIRM attorneys for legal services. Representatives may call as often as they want, and the district is not billed additional fees unless work is required beyond the initial telephone call of 15 minutes or less. This agreement also entitles the District to Client Alerts and "Board Minutes" publications (sent via email) and reduced hourly rates on legal work beyond the initial telephone call. If the District engages FIRM for legal matters in the future, the current agreed upon billing rates and costs for out of pocket expenses will apply to those matters, unless engaged under a separate agreement for those matters. FIRM fees, rates and cost information are outlined in the attached Exhibit A. FIRM will inform the District of any changes to Exhibit A in writing. Continued use of FIRM services by the district constitutes an agreement by the District to any change in rates. The District will be invoiced an annual flat fee each future September 1st while this agreement remains in effect if BCSA and FIRM does not maintain its contractual relationship.

By virtue of execution of this agreement, an attorney-client relationship exists between FIRM and the District. The privilege extends to the board of trustees as a whole and those authorized representatives as designated by the District. Under the terms of this agreement, FIRM attorneys will communicate with the authorized representatives of the District. In so doing, the expectation is that the attorney-client privilege remains intact absent action by the board of trustees to waive the privilege.

This legal services Agreement binds the District, its administrators, trustees, successors, assigns and legal representative to FIRM and to the partners, successors, assigns and legal representatives of FIRM with respect to all covenants stated above or attached to as an exhibit. The District agrees that FIRM may relieve itself from the responsibility of performing further work and, therefore, may withdraw as counsel should the District fail to timely pay FIRM for any fees or expenses incurred in representation of the District in any matter.

If this letter correctly reflects the terms and conditions of our representation of the District, please indicate the Board's approval by your signature below, and return it to us.

Approval by the Board on this the ____ day of _____ 201__.

Board President

Wylie ISD (Taylor)

Managing Shareholder
Schwartz & Eichelbaum
Wardell Mehl and Hansen, P.C.

EXHIBIT A

SCHWARTZ & EICHELBAUM WARDELL MEHL AND HANSEN, P.C. ESC LEGAL SERVICES AGREEMENT FEES, RATES, AND EXPENSES AS OF SEPTEMBER 1, 2010

RATES

For any work conducted on a matter beyond the initial telephone call of 15 minutes or less, the District will be charged the following reduced hourly rates:

\$225 for shareholders;
\$195 for all other non shareholder attorneys;
\$150 for attorneys pending licensure; and
\$85 for law clerks and/or paralegals.

EXPENSES

In addition to fees for legal services, S&E's statement will include other charges for expenses and services incurred in relation to providing legal services.

OUT OF POCKET COSTS

Copying	\$.15 per page for black & white copies \$.50 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and Travel	Actual cost
Fax	\$.50 per page to send local calls \$1.00 per page to send long distance No charge to receive
Mileage	IRS standard rate
Court Reporters and other Outside Vendor Fees	Actual cost <i>Invoices for such services will be sent to the District for direct payment by the District to the vendor involved.</i>



SCHWARTZ & EICHELBAUM WARDELL MEHL AND HANSEN, P.C.

Telephone Consultation Services Highlights

Our Telephone Consultation Agreement provides initial calls on a single matter not exceeding 15 minutes without charge. Calls are limited to answering questions based upon the attorneys' personal knowledge of school law and do not require Schwartz & Eichelbaum to do any review of documents, legal research, or drafting of any kind.

Fees will be charged to the district for time expended beyond the initial telephone call. This program also includes client updates, our "Board Minutes" publication and reduced fees:

Shareholders	\$225 per hour
Senior Associates and Associates	\$195 per hour
Attorneys Pending Licensure	\$150 per hour
Paralegals	\$85 per hour

Schwartz and Eichelbaum's statements will include the amount of attorney, paralegal, law clerk, or other authorized time, in increments of .10 hours, spent on the District's legal work multiplied by the appropriate hourly rate for the firm member who worked on the matter that is the subject of representation.

Our Retainer at a Glance

TYPE OF SERVICE	
Phone Advice	First call on any single matter not exceeding 15 minutes is without charge if the attorney can answer without doing research. Research and all subsequent calls on the same matter are billed at the tiered rate for the attorney doing the work.
Representation Including Litigation, Training and Travel Time	Fee is the tiered rate for the attorney doing the work.
Board Meeting Attendance	Fee is the tiered rate for the attorney doing the work. If the district's preferred attorney is unable to attend, Shareholders or Senior Associates will attend the board meeting.