



PROACTIVE LEGAL SERVICES & RETAINER PROGRAM

The _____ Independent School District (hereinafter “District”), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Leasor Crass, PC (hereinafter “Law Firm”), to provide the services to the District set forth below.

- Telephone Consultation:** The Law Firm shall provide telephone consultation on routine matters at no charge to the District’s Trustees, Superintendent, Business Manager, Special Education Director, or any Superintendent designee pertaining to questions arising out of the operation of the District. District Trustees and staff shall have access to attorneys’ cell phone numbers and direct telephone numbers to enable access to the firm’s attorneys 24 hours a day, 7 days a week.
- Email Questions:** The Law Firm shall provide responses to email questions regarding routine matters at no charge to the District’s Trustees, Superintendent, Business Manager, Special Education Director, or any Superintendent designee pertaining to questions arising out of the general operation of the District. The District shall be provided a list of attorney email addresses for email access.
- Additional Legal Work:** The District shall be entitled to a reduced hourly rate for additional legal work over and above the routine general consultation described in paragraphs 1 and 2. Examples of such additional legal work include, but are not limited to, negotiation of contracts, grievances, personnel nonrenewal or terminations, review of construction documents, review and preparation for ARD and §504 meetings, litigation, administrative appeals, and specialized trainings. This includes research, the preparation of opinion letters and memorandum of law, and the provision of legal advice as well as the representation in adversarial matters. All time, including telephone calls, is charged at the hourly rates set forth below billable in six (6) minute increments, plus expenses and shall be charged and invoiced on a monthly basis. Files shall not be opened nor additional fees incurred by the District without express consent of the Board President, Superintendent or Superintendent’s designee to open a file on such matter.

Fees for Retainer Districts and Charter Schools

Shareholders	Partners/ Of Counsel	Sr. Associates	Associates	Law Clerks	Paralegals
\$285/hour	\$275/hour	\$250/hour	\$225/hour	\$140/hour	\$125/hour

- Access to Publications:** The Law Firm shall send information in the form of publications to designated District personnel and trustees on a routine bases relating to developments in school law. The content and publication schedule of such updates shall be determined by the Law Firm.

5. **School Board Trainings:** The Law Firm is approved by TEA to provide board training continuing education credits. Discounted rates will be provided to your District for the annual required school board training hours. Customized programs at special rates can be negotiated for your specific district.
6. **Administrator Recruitment:** Because of the vast networking opportunities available, combined with our many years of service, both as educators and school attorneys, we are in a unique position to assist the District in recruiting top candidates for your administrator positions. Firm members will assist the Superintendent/Human Resources Department in soliciting, contacting, or evaluating individuals for key administrator positions within your District at no charge to the District.
7. **District Trainings:** The Law Firm is approved by TEA to provide professional continuing education credits. Discounted rates will be provided to your District for training in the areas listed below. Customized programs at special rates can be negotiated for your specific district.
 - a) Documentation Training for Administrators
 - b) Special Education Training
 - c) §504 Training
 - d) Social Media Training
 - e) Bond Election Issues for Board Members and Administrators
 - f) Sexual Harassment Documentation Training
 - g) Title IX Training
 - h) Bullying Training
8. **Retainer Term and Cost:** There is an annual fee for this Retainer Agreement due no later than September 1st of each year. For the 2022-23 school year, Leasor Crass is reducing the rate for membership by half due to the difficult climate districts are facing this year. Failure to provide the annual retainer agreement and remit payment shall result in the non-retainer rates being charged and the inability to access the services of our programs. This Retainer Agreement shall remain in effect unless notice of cancellation is received in writing by Leasor Crass. The annual fee is based upon the District's total student enrollment as of the last day of school for the 2021-2022 school year and is as follows:

Student enrollment of <999	\$595.00	\$297.50/annually
Student enrollment of 1000-2499.....	\$695.00	\$347.50/annually
Student enrollment of 2500-4999	\$795.00	\$397.50/annually
Student enrollment of 5000-7499	\$895.00	\$447.50/annually
Student enrollment of >7500	\$995.00	\$497.50/annually
Charter Schools	\$895.00	\$447.50/annually
Special Education Cooperatives	\$895.00	\$447.50/annually
9. **Scope of Attorney-Client Relationship:** Membership in the Leasor Crass Proactive Legal Services & Retainer Program establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are requested by the District. Membership in the Proactive Legal Services & Retainer Program does not impose any duty upon the Law Firm to provide advice or legal services to the District regarding matters unless a specific request by the District's Board President, Superintendent or designee is made for specific advice. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustee or employee of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or

employee of the District, the Law Firm may require the execution of one or more separate letters of engagement prior to establishing an attorney-client relationship in the matter.

10. **Term of Agreement:** Upon the payment of the invoice and execution, this Agreement shall be effective immediately and shall renew annually on September 1st unless written notice of cancellation is received by Leasor Crass. Access to the publications shall become effective upon completion and return of the District Information Sheet included herein.


Effective this _____ day of _____, 2022.

LEASOR CRASS, P.C.

_____ INDEPENDENT SCHOOL DISTRICT

By: 
Mike Leasor, Shareholder

By: _____
_____, Superintendent

By: 
Rhonda Crass, Shareholder