

## **CONTRACT FOR LEGAL SERVICES**

This Agreement made, effective the 1<sup>st</sup> day of January, 2021, between Marion County Schools, acting by and through its duly authorized Board of Education, referred to as “School District,” and Jonathan C. Shaw / Grant R. Chenoweth, 121 Prosperous Place, Suite 10 Lexington, Kentucky 40502 with a central mailing address of 327 Main Street, Paintsville, Kentucky, referred to as “Attorney.”

The parties agree as follows:

### **SECTION I: Authority to Employ Attorney.**

On \_\_\_\_\_, the School District, at its regular meeting, passed a resolution employing Attorney and other members of his firm at the hourly rate of \$150.00 per hour, and with paralegal rate at \$75.00 per hour, and mileage expense at the applicable rate from time to time as set forth by the United States Government for its employees.

**SECTION II:** In accordance with the above-referenced resolution, the School District employs Attorney, as its legal counsel until such time as the School District determines that the services of Attorney are no longer necessary or desirable. The School District may terminate its relationship with Attorney at any time without prior written notice to Attorney and Attorney may (unless otherwise agreed in writing) terminate his relationship with the School District by providing sixty (60) days written notice in advance of termination to provide the School District with sufficient time to obtain replacement counsel.

**SECTION III:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing and signed by each party

or an authorized representative of each party.

SECTION IV: Attorney shall maintain professional liability insurance with minimum limits of liability in an amount not less than Two Million Dollars (\$2,000,000.00) and shall provide proof of such coverage to the Superintendent.

SECTION V: This agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

MARION COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson  
Board of Education of Marion County

ATTORNEY

\_\_\_\_\_  
Jonathan C. Shaw  
Grant R. Chenoweth