

## **LEGAL SERVICES CONTRACT**

### **BETWEEN COVINGTON INDEPENDENT PUBLIC SCHOOL DISTRICT**

### **AND ADAMS LAW, PLLC**

**JANUARY 1, 2022–DECEMBER 31, 2022**

This contract is made and entered into by and between the Covington Independent Public School District ("School District") and Adams Law, PLLC ("Law Firm") effective **January 1, 2022 through December 31, 2022**. The determination of the Board Attorney is made annually by the Covington Independent Public School District Board of Education at the January organizational meeting.

Further, pursuant to Board Policy and KRS 45A.380(3) this contract is for the services of a licensed or certified professional and is not subject to the requirements of Chapter 45A of the Kentucky Revised Statutes. As such the services, namely, legal services provided by a law firm and practitioners who are licensed by the Commonwealth of Kentucky, are policed and governed by the Kentucky Bar Association and the Kentucky Supreme Court. All practitioners employed with Adams Law, PLLC shall at all times remain in good standing with the Kentucky Bar Association.

### **RECITALS**

**Whereas**, the purpose of this contract is to provide effective, efficient, quality, and timely legal services, including, but not limited to general counsel services, litigation support, strategy and risk management services, contract negotiation, drafting, and policy review, editing, and legal research, advice and guidance in a confidential and professional manner to the Covington Independent Public School Board of Education, and by extension, the School District, its administrators and employees.

**Whereas**, Adams Law, PLLC is a Northern Kentucky law firm, based in Covington, whose members are regularly admitted and practicing attorneys for the Bar of the Commonwealth of Kentucky.

**Whereas**, Adams Law, PLLC is a full-service law firm and has served continuously as Board Counsel to the Covington Independent Public School District since 1995, bringing with it not only years of experience in school law, but in other areas of law which affect or could affect the Covington Independent Public School District, as well as, years of institutional knowledge and history and understanding of the School District's historical operations.

**Whereas**, the School District has had and continues to have a positive, proactive relationship with Adams Law, PLLC. and has been well served by being represented by an established, experienced Northern Kentucky law firm, with roots in Covington, and client connections with other school districts and public agencies throughout Northern Kentucky and the Tri-State area.

**Now, therefore**, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, the School District and Law Firm mutually agree as follows:

### **I. SCOPE OF WORK**

1.1 Adams Law, PLLC shall provide Law Firm services to the School Board, the School District, its board members, administrators, and employees, on an as needed basis with contact for services and/or advice being initiated by the School District. For the purpose of this Agreement, the request

for services and/or advice may be initiated by any board member, or group of board members. Additionally, the request may be made by the Superintendent and/or his/her designee, and any employee of the School District with the consent, knowledge, and pre-approval of the Superintendent or his/her designee.

1.2 Adams Law, PLLC shall provide legal services in compliance with the Kentucky Rules of Professional Conduct governing attorneys in the Commonwealth of Kentucky.

1.3 Adams Law, PLLC is retained to represent the Covington Independent Public School District and its Board of Education as an organization. Accordingly, Adams Law, PLLC (aka, "Law Firm"), and its attorneys shall at all times render services and advice in accordance with the applicable provisions of the Kentucky Rules of Professional Conduct pertaining to representation of organizations.

1.4 The parties acknowledge that there is no guaranteed outcome in any matter and that the law is regularly changing and evolving. Adams Law, PLLC, and its attorneys will use their best efforts in advising and guiding the Covington Independent Public School District.

1.5 **General Services:** The Law Firm shall provide the following scope of services to the School District during the duration of the legal representation:

- A. Provide legal advice, counsel, services, training, consultation, and legal opinions and research to the Board, individual Board members, the Superintendent, School District Boards and Committees, Site Based Councils, and School District administrators and employees on all levels of School District government and management, including a wide variety of civil and/or criminal issues, including, but not limited to school law and administration, practices and procedures, policies, state and federal regulations and laws, planning, contract law, employment law, purchasing and procurement, leasing, purchase and sale of property, management of schools, civil court issues, pending and anticipated litigation, risk management, tort law, and civil rights law. The Law Firm's advice includes methods and strategies to avoid civil litigation, mitigate possible damages, and to otherwise assist or participate in management of the School District's exposure to risks.
- B. Furnish legal representation at all School District business meetings, including all board meetings, committee meetings upon request, site-based council meetings upon request, staff meetings, upon request, and any other meetings in which the School District requires or requests legal representation.
- C. Prepare and review all policies, resolutions, contracts, requests for proposals, bid responses, and other School District documents for legality and acceptability.
- D. Coordinate with other legal representation for the School District (such as claims and suits covered by insurance carriers, or where there a conflict of interest requires separate counsel) to assure the proper management and transition of legal issues to and between outside legal representation.
- E. Advise School District officials, board members, and employees on standards of ethical conduct, legal conduct proscribed by the Kentucky Revised Code and the policies and procedures of the Covington Independent Public School District.

- F. Prepare and share written legal opinions at the request of the Superintendent, or the School Board or any of its members, and where appropriate maintain said communications as privileged, attorney-client communications.
- G. Provide the Superintendent, School Board, and District personnel a legal perspective and legal advice on school law or governmental issues that may be raised by members of the public, with the understanding that said advice may be protected, privileged attorney-client communications.
- H. Coordinate and be responsible for litigation, including appearances and work product generated in Court actions, and Administrative agencies, expulsion hearings or tribunals, on behalf of the School District.
- I. Other Services: Handle and coordinate all other legal services that may arise in the course of representation, including, but not limited to real property transactions, complex contracting and litigation, employment law and civil litigation, or coordination and communication on isolated matters with other investigatory or governmental agencies, such as for example: the Kenton County Attorney, the Kenton County Clerk, the Kenton County Sheriff's Office, the Covington Police Department, the City of Covington, the Commonwealth Attorney, the Attorney General, the Kentucky Department of Education, Office of Educational Accountability, Kentucky School Boards Association, etc.
- J. The parties acknowledge that this is only a general list of anticipated services and that other matters not specifically listed herein may arise that will require attention or support of the Law Firm.
- K. The parties further acknowledge that in most instances matters arise which require prompt, immediate attention by the Law Firm, and that District personnel, and Board members require legal services in prompt, fashion, and prior to any Board meeting. By appointing the Law Firm the Board authorizes the Law Firm to undertake any and all action necessary to provide prompt, full, representation, including advice, guidance, and litigation support to the District as the District requests.

## **II. MEETINGS AND AVAILABILITY**

2.1 The Law Firm, or a designated Assistant from Adams Law, PLLC will attend all School Board meetings, both regular and called meetings and special work sessions and/or committee meetings as requested by the School District. Generally, Mary Ann Stewart, a partner and member of the Law Firm, as well as, Claire Parsons, also a partner and member, will be the primary contacts for the School District. Other attorneys employed with the Firm shall be available and may provide assistance when called upon. School District retains at its option to consult with any other attorney with Adams Law, PLLC for legal advice and representation.

2.2 Adams Law, PLLC is a member of the School District's risk management team, and as such, may meet with School District administration when requested to review risk management issues, insurance needs, and compliance with policies, and procedures of the Covington Independent Public School District, and/or regulatory compliance with state and federal laws.

2.3 Adams Law, PLLC shall be available via telephone, e-mail, cell phone, or facsimile. Calls and e-mails received from the School District shall be returned promptly and efficiently.

### III. PROFESSIONAL ASSOCIATIONS

3.1 In addition to remaining in good standing with the Kentucky Bar Association, the Law Firm, and its attorneys shall be members in good standing with the Kentucky School Boards Association, and the Kentucky Council for School Attorneys.

3.2 Attorneys providing school law advice and services to the Covington Independent Public School District shall yearly attend continuing legal education classes and trainings in school law. Some of these trainings may be sponsored by state and federal school associations, including but not limited to KSBA and NSBA. Adams Law, PLLC shall incorporate and apply the training, education and guidance from these organizational seminars in the services provided to the School District.

3.3 Adams Law, PLLC shall not knowingly accept any representation of a client which would conflict with the Covington Independent Public School District, or cause embarrassment to the Covington Independent Public School District, or negatively affect its relationship with other school districts or the Kentucky Department of Education.

### IV. EARLY TERMINATION OF CONTRACT

4.1 For good cause, the School Board may, consistent with Kentucky law, terminate this Agreement and discharge the Law Firm. Good cause occurs if the Firm or its lawyers engage in any violation of the Kentucky Rules of Professional Conduct, or State or Federal statutes, or if they violate any provision of this Agreement.

4.2 The Law Firm may, consistent with the Kentucky Rules of Professional Conduct, terminate this Agreement and discharge the School District as a client.

4.3 The Contract may be terminated by either party with 30 days written notice delivered to the other party.

4.4 In the event of early termination, the Law Firm shall be paid for services rendered through the date of termination, and shall have a lien on any files, subject to the Kentucky Rules of Professional Conduct, until payment in full of services rendered has been received from the client.

### V. COMPENSATION

5.1 The parties recognize and acknowledge that Adams Law, PLLC has, since 1995, continuously charged an hourly rate that is considerably lower than the average billing rate charged by comparable firms of comparable experience, size, and reputation to comparable corporate and non-corporate entities that are similar to the School District in size, scope of issues, demographics, and personnel.

5.2 The Law Firm shall continue to bill all services rendered for general counsel purposes, including litigation and litigation support, risk management, etc., at the reduced rate of **\$185.00 per hour**. This rate recognizes that the School District is a governmental entity with limited resources. All attorney time spent preparing for and attending Board meetings, including, ARC meetings shall be billed at a further reduced rate of **\$180.00 per hour**.

5.3 The Law Firm shall provide a monthly itemized billing statement for services. Time will be accounted for and billed in one tenth (1/10) of an hour increments. Meeting services shall be invoiced separately from general counsel services. The Law Firm's itemized monthly billing statements are

public record once received by the School District. However, these statements may have privileged attorney-client communication or information in them, or matters that are otherwise confidential (i.e., personally identifying information). Therefore, prior to producing said statements for public inspection in response to an Open Records Request, the School District shall ask the Law Firm to review and redact out possible exempt information.

5.4 The hourly rate for the Law Firm shall not include out-of-pocket expenses. The Board agrees to reimburse the Law Firm for the out-of-pocket expenses such as postage, copy charges, legal messenger service, etc. All such charges, if incurred, shall be clearly reflected on the monthly invoice.

5.5 In instances where the Law Firm either has a conflict of interest, or lacks the specialized skills desirable to handle certain legal issues, the Law Firm shall assist the Board in identifying outside counsel and will provide assistance in project management issues during the course of the work.

## **VI. OTHER MATTERS**

6.1 The Law Firm warrants that its attorneys have the requisite training, skill, and experience necessary to provide the services and are appropriately accredited and licensed by all applicable agencies and governmental and associational entities. Adams Law PLLC maintains and is responsible for costs associated with professional liability insurance, workers compensation, automobile liability, and general comprehensive liability insurance.

6.2 The Law Firm makes no guarantees as to any particular outcome, or that the services rendered or the advice given will lead to any particular, specific result. The Law Firm only represents that all services and advice given are rendered in a professional, good faith manner, and consistent with the Attorney's experience, training, and education in the practice of the law, and in a manner consistent with the Kentucky Rules of Professional Conduct.

6.3 At all times relevant to this Agreement, the Law Firm is and shall remain an independent contractor. There is no intention by the parties to create or form an employer-employee relationship; and it is agreed no such relationship exists.

6.4 There is no third party beneficiary, whether intended or unintended, to this Agreement. The Law Firm's representation to the Covington Independent Public School District does not create an attorney-client relationship with parents, students, or other third parties on an individual or group basis. No third party may claim or assert entitlement to any benefit, right, or privilege under this Agreement.

6.5 This Agreement is non-assignable. Neither party may transfer or assign the rights, benefits, or privileges or claims arising under this Agreement to a third party; nor may a third party assume the authority to enforce any right, benefit, privilege or claim arising under this Agreement and belonging to either the Law Firm or the School District.

6.6 This Agreement shall be interpreted, construed, and enforced in all manner and respects in accordance with the laws of the Commonwealth of Kentucky.

6.7 The Law Firm has been approved and appointed, and this Contract approved by action of the Covington Independent Public Board of Education at the January 2021 organizational meeting.

**COVINGTON INDEPENDENT PUBLIC BOARD OF EDUCATION:**

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

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

**ADAMS LAW, PLLC:**

By:   / Mary Ann Stewart /  

Date:   12-21-2021