**LEGAL SERVICES CONTRACT**

**PROVISION OF SPECIAL EDUCATION CONSULTING SERVICES**

**EFFECTIVE JANUARY 1, 2023**

This contract is made and entered into by and between the Boone County Public School District (“School District”) and Adams Law, PLLC (“Law Firm”) effective **January 1, 2023**. This contract and the attorney-client relationship under it shall continue from year to year, subject to termination by the Board of Education pursuant to Policy 01.07.

This is a contract which is separate from and in addition to the General Counsel Legal Services Agreement between the two parties. The purpose of this contract is to provide special education consulting services to the School District by qualified attorneys employed by Adams Law, PLLC and who are licensed to practice in the Commonwealth of Kentucky.

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,*** Adams Law provides general services to the School District under a Legal Services Contract approved by the Boone County Board of Education on or about June 9, 2022; and,

***Whereas,*** the parties desire to expand the services offered by Adams Law, PLLC to include special education consulting services;

**NOW THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:**

1. **Special Education Consulting Services:** In addition to the general counsel services already provided by Adams Law under a separate contract, Adams Law, PLLC shall also provide attorneys who can provide legal services to the District’s Special Education Department. These services, otherwise known as Special Education Consulting Services, shall include but are not limited to:

A. Provide legal representation, advice and guidance to the Special Education Director and/or other team members employed with the Boone County School District, or which contract with the Boone County School District to provide special education related services to Boone County Public Schools students;

B. Attend parent-teacher conferences, ARC meetings, staff meetings, as requested by the Special Education Director or his/her designee;

C. Assist with any trainings or professional development of staff as requested by the Special Education Director;

D. Provide services to the Special Education Director and his/her designees consistent with the General Services described in paragraph 1.4 of the Legal Services Agreement.

E. Assist with and review all policies, resolutions, contracts, or student records and/or documentation, including, but not limited to IEPs and BIPs, for compliance with state and federal laws governing schools and school officials and/or employees;

**2. Compensation:**

A. The District shall pay Adams Law a flat monthly rate of $4,166.00 effective January 1, 2023. This flat rate shall remain in effect through December 31, 2023. Thereafter, Adams Law reserves the right to increase the monthly fixed rate on an annual basis, subject to approval of the Superintendent or the Superintendent’s designee.

B. The Law Firm shall invoice all services rendered for Special Education Consulting Services on a regular, monthly basis. This amount shall be invoiced and paid separately from the General Services invoice, and shall be paid within thirty (30) days after invoice. Said invoices for Special Education Consulting Services shall be paid through the District’s Special Education fund, of which Adams Law, PLLC is an approved vendor.

**3. Early Termination of Contract:**  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.

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

B. The Contract may be terminated for no cause by either party with 30 days’ written notice delivered to the other party.

C. 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.

D. The Board must take affirmative action to terminate this contract by a vote of the majority of the Board taken at a regular or specially called meeting of the Board of Education.

**4. Other Matters:**

A. The Law Firm warrants that its attorneys have the requisite training, skill, and experience necessary to provide legal 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.

B. 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.

C. 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.

D. There is no third-party beneficiary, whether intended or unintended, to this Agreement. The Law Firm’s representation to the Boone County 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.

E. 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.

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

G. The Law Firm has been approved and appointed, and this Contract approved by action of the Boone County Public Board of Education at its regular Board Meeting on December 8, 2022. The Board further authorizes the Superintendent to execute this contract for Special Education Services on its behalf.

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| **BOONE COUNTY PUBLIC BOARD OF EDUCATION:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Matt Turner, Superintendent of Schools |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ADAMS LAW, PLLC:** |
| By: \_\_Mary Ann Stewart\_\_  Mary Ann Stewart, Member of Adams Law, PLLC. |
| Date: December 8, 2022 |