



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Independent Service Contract with Fowler Bell PLLC to be an ARC Facilitator and assist in representing the district in ARC meetings and litigation concerning Special Education.

Applicable State or Regulations: Relates to 707 KAR 1:290, 707 KAR1:300, 707 KAR 1:310, 707 157.220, 157.224, 157.260, 167.015

Fiscal/Budgetary Impact: The cost for services provided by Fowler Bell will come from the IDEA funding.

History/Background: Independent ARC facilitators and Attorneys Specializing in Education help to foster a collaborative environment where participants can work together to achieve a plan that is clear and ready for implementation.

Recommended Action: Consider / Approve Retroactive Approval for a Flower Bell PLLC to be contracted with as needed to provide services as an ARC Facilitator and assist in representing the district in ARC meetings and litigation.

Contact Person(s): Cinda Francis, Chief of Special Education 606.886.2354

N/A
Principal

Cinda Francis
Director

Myra Williams
Superintendent

Date: 4-8-25

ACCEPTED AND AGREED TO BY:

Board of Education of Floyd County Kentucky Schools

By: Imogene Williams
Board Representative

Date: 3/24/25
SSN/EIN # _____

STATEMENT OF ENGAGEMENT TERMS AND BILLING PRACTICES

FOWLER BELL PLLC will represent you in your case on the following terms:

Fees. We will charge and you will pay as based on the time we spend on your case at the assigned hourly rate. We assign hourly rates estimated by the tenth (10th) of the hour for each member of our legal staff based on years of experience and level of professional attainment for our service as follows:

Attorney	\$175.00 per hour
Paralegal	\$90.00 per hour
Research Clerk	\$70.00 per hour
Runner	\$50.00 per hour

Disbursements. In addition to our fees, you will pay us in advance, if requested by us, or promptly as billed, all disbursements, which include all court costs, costs of subpoenas and summons, depositions, court reporters, reports, and all other costs, expenses and disbursements, including witness fees, photographs, travel including mileage at the IRS allowed reimbursement rate, lodging and meals, computerized legal research, postage, messenger and courier services, long distance and conference telephone charges, telecopier charges (at 25¢ per page - outgoing local and \$1.00 per page outgoing long distance), photocopies (at 15¢ per page), color copies at 25¢ per page, and all other out of pocket expenses directly incurred by us in investigation or handling of this matter (hereinafter referred to as "Disbursements"). We may incur these Disbursements on your behalf without further authorization from you.

Billing. We will submit periodic statements to you for accrued fees and disbursements which are due on receipt. These statements will be prepared and mailed during the month immediately following the month in which services are rendered and disbursements incurred, unless agreed otherwise. We may, in our discretion, submit statements to you more frequently. Unless we specifically do so in writing, we do not estimate total fees or disbursements. You will advise us of any objection to our statement within fourteen (14) days after we deliver it to you. We are not required to seek payment of fees or disbursements from any person other than you. We reserve rights to withdraw from the engagement if payments are not promptly received.

Joint Clients. If our representation of you involves more than one party, we advise you that there is no confidentiality between multiple clients, and any information one of you imparts to us will be disclosed to the other client or clients. Additionally, all information we learn in the course of our representation is not confidential in the event of a legal proceeding among you. Further, in the event of dispute among you involving the course of our representation, you must resolve such difference among yourselves without our assistance.

Use of Email. The firm uses unencrypted email to communicate with you and others on this matter and to transmit documents. You must advise us in writing if you have information that you do not want transmitted in this manner.

Favorable Outcome Not Warranted. We do not warrant or guarantee the results of this matter. All expressions relative thereto are merely our good faith opinion. You shall pay our fees and disbursements regardless of the results accomplished.

Attorney Lien. We shall have a general lien, in addition to any statutory lien, upon the money we place in our escrow account from your retainer and on any assets, whether now owned or hereafter acquired by you, for our fees and Disbursements. We shall not be in any way obligated to waive our Attorney Lien until our fees and disbursements have been paid in full. We shall not be liable to you for any loss you may incur because we exercise our Attorney Lien.

Retention and Disbursement. We may receive and pay our fees and disbursements from any money payable to you relating to the matters upon which we represent you.

Withdrawal. You may terminate our representation of you at any time. We may terminate our representation of you at any time after giving you adequate notice. In either event, you must pay us all accrued fees and Disbursements. Should you request the return of your file, we reserve the right to make and retain copies at your expense. We further reserve the right to retain your file and not provide copies until all fees and disbursements due us are paid.

No Continuing Obligation. Once the work for your case is complete, this firm has no obligation to inform you of future developments relative to legal work performed for you. It is advised that you periodically consult with an attorney with regard to any such future developments. In addition, it is advisable for you to consult with an attorney if there is a significant change in your circumstances.

File Retention. When the matter has been concluded, the file will be stored electronically for a period of ten (10) years. If we are required to retrieve the files, there will be a charge for that service. After that time, all files will be destroyed unless a prior arrangement for retention or return of the file has been agreed upon in writing.

Governing Law and Jurisdiction. This Agreement has been delivered, accepted and made in Lexington, Kentucky. It shall be construed and governed by the laws of the Commonwealth of Kentucky. You agree to the exclusive jurisdiction of any state or federal court located within Fayette County, Kentucky, and waive any objection based on forum non conveniens.

Binding Effect. This Agreement shall be binding upon our successors and assigns, and your respective heirs, executors, administrators and successors.

Waiver, Consent or Amendment. No waiver, amendment or modification hereof shall be binding upon us unless the same shall be in writing and signed by one of our fully authorized members, which writing shall be strictly construed.

Entirety of Agreement. This Agreement contains our entire agreement pertaining to our representing you in your case.

No Third Party Beneficiaries. This Agreement shall only benefit you and us.

Firm Approval. All new cases must be reviewed by the firm prior to acceptance. On accepting your case, we will execute this agreement and return it to you.