

SHEEHAN, BARNETT, DEAN,  
PENNINGTON, LITTLE & DEXTER, P.S.C.

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JAMES HADDEN DEAN  
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RETIRED  
JAMES WILLIAM BARNETT  
ELIZABETH NICKELS LENN

January 14, 2026

VIA EMAIL: randy.phillips@mercerv.kyschools.us

Mr. Randy Phillips  
Chairperson  
Mercer County Board of Education  
1124 Moberly Road  
Harrodsburg, KY 40330

RE: Contract for Legal Services – Two Year Term

Randy,

I had on my calendar to review our current engagement with the Mercer County School Board. We have typically entered into a two-year agreement, and I think the most recent one may have expired back in January of this year.

In review of the file, I see we have not changed our hourly rate since 2015 – and possibly even prior to that. Our current rate for other districts in the area which we represent is \$250.00 per hour. My top hourly rate is \$350.00 per hour, but I am happy to provide a discount to the district by adjusting my hourly rate to \$225.00.

In light of the increase in our costs, insurance, and other expenses which we have no control over, I am asking that my new hourly rate be \$225.00 as of January 1, 2026.

It is my hope this will document the aspects of the continued legal services provided by this law firm.

1. TERM: The term of this Contract shall be for two (2) years starting effective January 1, 2026 for a period of two years. The Board of Education reserves the right to terminate this Contract with written prior notice, with or without cause. The Law Firm reserves the right to terminate this Contract, with or without cause, and further agrees to provide the school board with sixty days written notice of its intention to terminate this Contract.
2. NATURE OF SERVICES: The Law Firm will serve as general counsel for the Mercer County Board of Education and will review all matters and provide advice on issues that are presented to him and/or attorneys at the firm. It is noted undersigned counsel, and

this law firm is counsel for the district will respond to and address issues presented by the Board Chair, Board Members, Superintendent, and/or staff of the district.

3. ATTORNEYS: J. Hadden Dean will primarily be responsible for providing legal services to the School Board, but other employees of the law firm may provide services or attend school board meetings from time to time.
4. FEES/REIMBURSEMENT OF EXPENSES: The Law Firm will bill the School Board for services rendered at the rate of \$225.00 per hour; the minimum amount of time for which the School Board will be billed for any services will be 0.1 hours (6 minutes). The Law Firm may also bill the School Board for services rendered at the rate of \$95.00 for paralegal services and support staff at the rate of \$75.00. The Law Firm will also be entitled to be reimbursed for out-of-pocket expenses, although we do not anticipate that there would often be out-of-pocket expenses. The Law Firm will provide the School Board with itemized monthly statements of any services rendered.
5. RETENTION OF FILES: The Law Firm agrees to retain all files relating to its representation of the School Board for a period of five (5) years following the conclusion of any particular legal matter, after which time it reserves the right to shred and dispose of the files. If the School Board or Superintendent want copies of any such files, that request must be submitted in writing to the Law Firm.

It has been a pleasure for this law firm to represent the Mercer County School Board, and I continue to look forward to a mutually satisfactory relationship in the future. Should you have any questions regarding the terms of this Contract, please let me know and I will be happy to discuss those. If the Contract looks suitable, I would appreciate it if you would sign the same and return a copy to me for my records.

Sincerely,

J. Hadden Dean  
Sheehan, Barnett, Dean, Pennington,  
Dexter & Tucker, P.S.C.

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#### ACCEPTANCE OF CONTRACT FOR LEGAL SERVICES

DATE: \_\_\_\_\_, 2026

On behalf of the Board of Education of the Mercer County Schools, I accept and agree to the terms set out in the Engagement Letter/Contract between the Board of Education of the Mercer County Schools and the law firm of Sheehan, Barnett, Dean, Pennington, Dexter & Tucker, P.S.C., dated January \_\_\_\_\_, 2026.

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CHAIRPERSON  
MERCER COUNTY BOARD OF  
EDUCATION