

March 13, 1998

Client

Public Official

Re: Fee Agreement for , 1998 to ,1998

Dear Public Official:

The purpose of this letter is to confirm the terms and conditions under which our firm will undertake to represent the Public Board ("Board") effective July 1, 1997 and continuing through and including June 30, 1998.

1. We will render the following legal services ("covered services") under a retainer fee of \$_per month, with payment due by the end of the month for services performed during the preceding month (*e.g.* the July, 1997 retainer fee would be due no later than August 31, 1997):

- (a) Attendance at one Board meeting per month (as requested);
- (b) Research, analysis and consultation relating to development of new policies and procedures;
- (c) Consultation with and response to inquiries from principals and other administrators, as directed by the Public Official. Except in emergencies during which the Public Official is unavailable, we will not consult directly with principals and administrators (except Assistant Public Officials or the Director of Human Resources) until after the Public Official has directed us to do so;
- (d) Consultation, as requested, concerning personnel matters with the Director of Human Resources;
- (e) Attendance at up to two employee discipline appeals (levels 3 or 4 under current complaint procedure) per month, if and when requested to attend by the Public Official or the Director of Human Resources;
- (f) Presentation by either Lawyer X, Lawyer Y or Lawyer Z of up to three one-day workshops during the year (*e.g.* one workshop might be presented on a special area of expertise by each attorney named);
- (g) Defense of charges made to the Equal Employment Opportunity Commission, up to and including final disposition (*e.g.*, issuance of notice of right to sue) at the administrative level; and

(h) Representation before the Department of Education Office of Civil Rights ("OCR"), up to and including a determination as to whether the OCR has jurisdiction of a matter or complaint.

Payment of the fee is for all covered services rendered during the month, regardless of whether the hourly rate charge for those services would have been more or less than the retainer rate.

2. The following services ("non-covered services") are expressly not covered by nor included within the fee structure set forth in Paragraph 1 above, but will be billed at hourly rates as set forth in Paragraph 5 below:

(a) Advice, consultation, representation or preparation of documents for matters relating to hearings or grievances (including those involving students, parents, employees and members of the general public) except as specifically provided for in paragraph 1(e) above;

(b) Advice, consultation, representation or preparation of documents for matters relating to actual or threatened litigation [other than paragraphs 1(f) and (g) noted above];

(c) Advice, consultation, representation or preparation of documents related to construction, repair or expansion of school facilities.

3. In circumstances not clearly falling within the designations of "covered services" and "non-covered services" set forth in Paragraphs 1 or 2, above, we will work in consultation with you and the Board prior to the performance of any substantial work on the matter in question to determine whether the services requested are covered by the retainer fee.

4. Services for matters covered by the fee agreement will be described in a detailed monthly statement.

5. Services for matters not covered by the fee agreement will be described in a separate detailed monthly statement and will be billed monthly at the following hourly rates:

(a) Partner Peter \$185

(b) Partner Quebec \$180

(c) Partner Romeo \$150

(d) All other partners (depending on experience) \$130-\$180

(e) Associate Annabelle \$125

(f) Associate Sugar \$100

(g) All other associates (depending on experience) \$90-130

(h) Paralegals \$60

The rates quoted represent a reduction from our normal hourly rates. This reduction is in consideration of

the fact that the Board is a public, non-profit body. Although we anticipate that Associate Annabelle and I will be the attorneys primarily responsible for rendering legal services to the Board, we reserve the right to determine which attorney will work on a specific matter, depending upon the nature of the work to be performed and the assigned attorney's experience and area of expertise.

6. All costs and expenses also will be described in the monthly statement for noncovered services and will be billed at our standard rates. All such costs and expenses are in addition to the monthly retainer fee and include the following: long distance telephone calls, travel, photocopies, excess postage or messenger fees for special mail or package deliveries, court reporter fees, and computerized legal research (WESTLAW and LEXIS). The attached Policy in Regard to Billing for Disbursements sets forth our customary charges for expenses.

We are pleased to have this opportunity to assist the Board in its efforts to effectively manage its costs for legal services and to continue working with the Board and its administrators.

Sincerely,

ALPHA BRAVO COMPANY

I.M. Lawyer

IML:aa

This Agreement has been presented to and accepted by the Public Board by official action of the Board at its meeting on the day of July, 1997, and the Agreement is ratified, effective the 1st day of July, 1997.

U.R. Client, Public Official

Date

March 13, 1998

Policy in Regard to Billing for Disbursements

We will bill you for disbursements made on your behalf as indicated below:

Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. Standard photocopies (8 1/2 x 11 and 11 x 14) will be billed at 20 cents per page. Other photocopies produced by outside vendors (color and enlargements) will be billed at cost without markup.

Outside computer research (Lexis® or Westlaw®). We will bill at the normal Lexis® or Westlaw® rate without markup.

Filing fees will be billed at the charges incurred by the Firm.

Travel expenses. We will bill travel expenses at our cost without markup.

Express delivery services (Federal Express, Airborne, etc.). We will bill you for the charges at the regular rate listed by the express delivery company.

Facsimile. We will bill facsimile copies at \$1.50 per page.

Court reporters, expert witnesses, accountants, will be billed at our cost without markup.

Our philosophy is to minimize out of pocket expenses consistent with those required in conjunction with the legal services we provide. We manage our expenses on behalf of clients as if they were our personal expenses.