

**AGREEMENT FOR LEGAL SERVICES**  
**between the**  
**REED UNION SCHOOL DISTRICT**  
**and**  
**KINGSLEY BOGARD LLP**

This Agreement is by and between the REED UNION SCHOOL DISTRICT (hereinafter referred to as “Client”) and KINGSLEY BOGARD LLP (hereinafter referred to as “Firm”). This Agreement shall commence on July 1, 2026, and supersede the previous agreement for legal services.

1. TERM

1.1 The term of this Agreement shall commence on the date first written above.

1.1.1 Subject to 1.1.2 below, it shall continue thereafter from month-to-month.

1.1.2 This Agreement may be terminated, at the will of either party, upon written notice to the other.

2. COMPENSATION AND BILLING

2.1 The Firm agrees to provide services to Client, upon request of Client’s designated representative(s), at the rates set forth in Exhibit 1.

2.2 Client will be billed on a monthly basis for services rendered and for Firm expenses which are reasonably incurred to provide such services.

2.2.1 Fees are calculated upon the number of attorney hours and paralegal hours, including travel time, devoted to Client’s representation.

2.2.2 Each bill will set forth the Firm’s fees, specific costs/disbursements (e.g. transcripts, online legal research, and filing fees), and miscellaneous expenses incurred on Client’s behalf during the period.

2.3 Effective each subsequent July 1 that this Agreement is in effect, the rates set forth in Exhibit 1 are subject to a reasonable increase.

3. SERVICES

3.1 At Client’s request, the Firm shall provide consultation, representation, and legal advice to Client in those areas set forth in Exhibit 2.

- 3.2 The Firm may use the services of any attorneys in the Firm previously made known to Client or subsequently approved by Client and, subject to prior approval of Client, may consult with experts in the performance of the services provided herein as the Firm deems appropriate. Consultation fees shall be paid by Client.

4. MISCELLANEOUS

4.1 Representation

The Firm must represent clients within the confines of the law and ethical restrictions placed upon all attorneys. The Firm cannot guarantee the successful conclusion of any legal matter or favorable outcome of any legal action. However, the Firm can, and will, within the bounds of ethics and the law do everything necessary and appropriate to obtain favorable results or otherwise further the legal interest of Client.

4.2 Power of Attorney

Client hereby provides the Firm with its power of attorney to execute on its behalf all documents relating to the matters for which the Firm has been retained, including pleadings, letters, contracts, settlement agreements, verifications, dismissals, and orders. Notwithstanding this power, no disputed matter will be settled without Client's prior consent.

4.3 Conflicts of Interest

It is understood and agreed that occasionally, because of ethical considerations, attorneys are required to withdraw from the representation of clients. While the Firm does not anticipate having to withdraw from Client's representation, Client is aware that because the Firm represents other clients, there is always a possibility that a conflict of interest might develop which would force the Firm to cease representing Client. The Firm would only cease to represent Client in the specific areas of conflict and only upon reasonable notice.

4.4 File Retention

Client files may be maintained in paper or electronic format. Upon conclusion of the matter, the Firm may retain the client file for a period of seven (7) years following closure of the matter, after which the file may be destroyed without further notice unless Client requests the return of the file before destruction.

The Firm may destroy files in a manner reasonably intended to preserve confidentiality. Original documents and property supplied by Client may be returned to Client at the conclusion of the matter and the Firm reserves the right to retain copies for its records.

Notwithstanding the foregoing, the Firm may retain or preserve files for a longer period where the Firm determines retention is appropriate due to legal, ethical, insurance, audit, litigation hold, or other obligations.

4.5 Resolution of Disputes

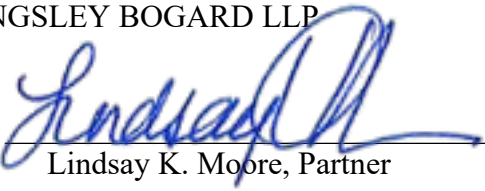
If any dispute arises in connection with this Agreement, or the services rendered hereunder, the parties agree to first attempt resolution through negotiation. If negotiations are unsuccessful, the parties agree that they will then attempt in good faith to settle the dispute by engaging in mediation before filing a lawsuit or making any other type of claim. Any complaint filed in municipal or superior court by a party, before the parties have attempted in good faith to conduct a mediation aimed at settling any such disputes, shall be subject to a motion to strike. All parties agree to cooperate in good faith in the prompt selection of a mediator or mediators and in the scheduling of a mediation session. Any fees of the mediator(s) or costs associated with the mediation proceedings conducted pursuant to this clause, unless the parties agree in writing otherwise, shall be divided equally among the parties.

4.6 Complete Agreement

The conditions set forth in this Agreement, including the Exhibits which are incorporated by reference, constitute the entire agreement by the parties for legal services, consultation, and representation. No other promises, conditions, or warranties have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date written above.

KINGSLEY BOGARD LLP

By: 

Lindsay K. Moore, Partner

REED UNION SCHOOL DISTRICT

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

Date: June 4, 2026

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

## **Exhibit 1 to Agreement for Legal Services COMPENSATION**

### **A. Hourly Rates**

The Firm bills in 1/10-hour increments and details the services provided on a monthly basis, with a minimum bill of 3/10-hour, per-matter or substantially different issue in a matter in the same day.

1. Services will be provided to Client, upon request, at the preferred public sector rate of:

|            |                              |
|------------|------------------------------|
| Partner    | \$300.00 - \$415.00 per hour |
| Associate  | \$250.00 - \$350.00 per hour |
| Paralegal  | \$165.00 - \$240.00 per hour |
| Of Counsel | \$300.00 - \$400.00 per hour |

2. The Firm bills at the above rates for actual time spent traveling to and from in-person meetings, hearings, investigations, and other events necessary to Client representation, unless agreed upon otherwise. The Firm also bills for all time spent attending remote meetings and hearings for representational purposes. While traveling or attending such events to represent Client, attorneys may work for and bill other clients.
3. In providing services, the Firm may use standardized forms or templates previously developed. Client agrees that Attorney may bill for the reasonable time spent selecting, adapting, revising, and finalizing such materials to meet the needs of Client.

Any efficiencies realized through the use of templates will be reflected in the time billed so that Client is not billed for duplicative work.

4. In addition, the Firm will provide the following services if specifically requested by Client:

extensive word processing services at a charge not to exceed \$40.00 per hour in the performance of services pursuant to this Agreement.

### **B. Administrative Charges**

The Client hereby agrees to pay a 2% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging Client for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. Typical cost advances which include, but are not limited to, messenger fees, travel costs, witness fees,

overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees etc. will be billed separately as a Client cost.

**C. Conflict of Interest**

The Firm agrees to be subject to Client's Conflict of Interest Code.

**Exhibit 2 to Agreement for Legal Services**  
**SCOPE OF SERVICES**

While not an exhaustive list, services which may be provided, upon request by Client, include:

- A. Employee Relations/Negotiations
- B. Human Resources
- C. PERS/STRS Matters
- D. Student Matters
- E. Special Education
- F. Business Services, including:
  - General Contracts
  - Facilities
  - Construction
  - Developer Fees
  - Property Law
  - Charter Schools
- G. Client Policies and Procedures
- H. General Governance
- I. Complaint Investigations (Uniform, Title IX, Complaints Against Employees, etc.)
- J. Public Records Act Requests/Responses
- K. Training and Workshops
- L. Other Matters Upon Request