

**WEBSTER GROVES SCHOOL DISTRICT  
BOARD OF EDUCATION ITEM OF CONSIDERATION**

**DATE:** April 13, 2015

**TOPIC/PROPOSAL:**

Approval of agreement for legal services with COPELAND, THOMPSON & FARRIS, P.C. and Douglas A. Copeland, Attorneys at Law

**BACKGROUND INFORMATION:**

Attached is a copy of the proposed agreement for legal services with COPELAND, THOMPSON & FARRIS, P.C. and Douglas A. Copeland, Attorneys at Law. This includes the same rates as the last two years. We will pay the Attorney the sum of One Hundred and Ninety-Five Dollars (\$195.00) per hour for services rendered by a shareholder of the firm and One Hundred and Seventy Dollars (\$170.00) per hour for services rendered by an associate of the firm.

**INSTRUCTIONAL IMPACT/RATIONALE:** NA

**CSIP/DISTRICT GOAL ADDRESSED:** NA

**FISCAL NOTE:** Impact is dependent upon the number of hours of legal services needed by the district.

**ADMINISTRATIVE RECOMMENDATION:**

- Action Requested: \_\_X\_\_
- Information:
- Proposed Motion for Approval (if applicable):

I move that the Board of Education approve the agreement for legal services with COPELAND, THOMPSON & FARRIS, P.C. and Douglas A. Copeland, Attorneys at Law for the 2015-16 school year and that the rate will be \$195 for the 2015-16 school year.

**PREPARED BY:** Sarah Booth Riss

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_

**Board Vote:** \_\_\_\_ (yes) \_\_\_\_ (no) \_\_\_\_ (abstain) \_\_\_\_ (Consent Agenda)

4/7/2015

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT executed in duplicate as of the \_\_\_\_\_ day of April, 2015, by and between the WEBSTER GROVES SCHOOL DISTRICT, St. Louis County, Missouri, hereinafter referred to as the “District”, and COPELAND, THOMPSON & FARRIS, P.C. and Douglas A. Copeland, Attorneys at Law, hereinafter referred to as the “Attorney”,

WITNESSETH, that:

WHEREAS, the District wishes to engage the services of the Attorney as its attorney, and the Attorney wishes to accept said engagement under the terms hereof:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. The District hereby employs the Attorney as its attorney for a period from July 1, 2015 through June 30, 2016, provided, however, that the Board of Education of the District may terminate this agreement at any time and for any reason upon written notice to the Attorney, and the Board reserves the right to engage the services of any other attorney at any time.

2. The Attorney agrees and obligates itself to faithfully represent the interests of the District for said period, at the direction of the Board of Education and the Superintendent of the District.

3. In the event any real or potential conflict of interest shall arise for the Attorney during the course of this Agreement, the Attorney shall immediately notify the Board and the Superintendent of such conflict or potential conflict, and shall respond to such conflict as the Board determines is in the best interest of the District and as the Attorney determines is in conformity with the ethical standards and requirements of the Attorney’s profession.

4. The Attorney shall provide to the District monthly billings for all services rendered hereunder, which billing statements shall include the identity of the particular attorney performing the services, a detailed description of the services, the amount of time expended on

those services and the billing rate charged, and which shall be in a format acceptable to the District.

5. For legal services rendered by the Attorney to the District hereunder, the District shall pay the Attorney the sum of One Hundred and Ninety-Five Dollars (\$195.00) per hour for services rendered by a shareholder of the firm and One Hundred and Seventy Dollars (\$170.00) per hour for services rendered by an associate of the firm. Payment therefor shall be made upon the rendition of the monthly statements by the Attorney and the approval thereof by the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COPELAND THOMPSON FARRIS PC

WEBSTER GROVES SCHOOL DISTRICT

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

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

\_\_\_\_\_  
Douglas A. Copeland, President

Emerson Smith, President of the Board  
of Education