

CONTRACT FOR LEGAL SERVICES

This Agreement, executed on August 8, 2022, is by and between West Lafayette Community School Corporation ("WLCSC"), an Indiana public school corporation and Church Church Hittle + Antrim ("CCHA"), a partnership of professional corporations licensed to practice law in Indiana. In consideration of the mutual promises contained in this Agreement, WLCSC and CCHA agree as follows:

1. **General Counsel.** WLCSC engages CCHA to serve as WLCSC's general legal counsel. The duties of general counsel shall include providing legal advice and services to assist WLCSC in carrying out its day-to-day operations with the anticipation that CCHA will be generally responsible for all of WLCSC's legal matters. WLCSC will direct the nature and extent of WLCSC's legal services provided, however, that no such direction will be inconsistent with CCHA's professional ethics and responsibilities.

2. **Primary Contact and Other Counsel.** Jessica Billingsley ("Billingsley") will be the primary contact and provider of legal services under this Agreement and this will not change without WLCSC's consent. WLCSC understands that other lawyers of CCHA may provide legal services under the supervision of Billingsley.

After consultation with WLCSC and only with WLCSC's consent, Billingsley may engage other counsel outside CCHA to provide services acceptable to WLCSC in a particular matter or subject area. WLCSC agrees to pay the outside counsel directly for such services at the rates agreed upon by other counsel and WLCSC.

3. **Compensation.** WLCSC will pay CCHA a monthly retainer of \$1800 to cover routine consultations between WLCSC personnel and CCHA. For example, the monthly retainer includes routine phone calls regarding student custody, special education, discipline and routine employee matters. The retainer also covers periodic CCHA client-only benefits such as updates on legal developments and hot-topic guidance. For work outside the retainer, CCHA will provide services on an hourly basis at rates generally charged by CCHA for school clients.

CCHA will serve as issuer's counsel for bond issues on a flat fee basis that reflects both the time and effort anticipated and some level of the risk that CCHA undertakes in providing the opinion of issuer's counsel. The flat rate would be established by mutual agreement of the parties at the outset of the bond issue after discussing the scope of services to be provided. The flat fee will be consistent with the fees CCHA charges other school clients for which CCHA provides general counsel services.

In the event WLCSC files an insurance claim in light of litigation, WLCSC will work with its insurance representatives to have CCHA assigned as counsel to the insurance claim. CCHA will charge its fees for litigation through an insurance claim if possible and unless agreed otherwise by the parties. CCHA will serve as non-insurance counsel for federal, state, or administrative litigation only where: (a) WLCSC's liability insurance or a cooperative agreement does not cover the litigation at issue; or (b) even where covered, WLCSC chooses to use non-insurance or non-cooperative counsel for the litigation at issue. If CCHA does serve as litigation counsel for a matter, WLCSC agrees to pay CCHA for all work provided by CCHA on an hourly rate basis.

CCHA will not bill WLCSC for charges for routine copies, incoming or outgoing faxes, access to computerized legal research databases, long distance calls or travel to or from WLCSC facilities. WLCSC will reimburse CCHA for certain out-of-pocket costs, such as filing fees or special large copy jobs.

CCHA and WLCSC acknowledge that compensation is a subject that needs to be fully examined and understood by both parties to this Agreement and that they will strive to communicate with each other on this subject as needed to avoid misunderstandings.

4. **Renewal.** This Agreement shall automatically renew from year to year unless either party provides written notice to the other party on or before December 15. If said notice is provided, WLCSC and CCHA will confer to determine if the compensation arrangement serves the needs of the parties and provides a fair value to both sides. If no agreement is reached, this Agreement shall not automatically renew.

5. **Miscellaneous.** This Agreement represents the entire agreement between the parties and replaces any prior understandings, agreements or representations. This Agreement may be modified only by written agreement.

Signed effective as of the date written above.

West Lafayette Community School Corporation

CHURCH CHURCH HITTLE + ANTRIM

By _____
President, Board of School Trustees

Partner

By _____
Secretary, Board of School Trustees