

CONTRACT FOR LEGAL SERVICES

This Agreement is entered into by and between:

- A. Meade School District 46-1, by and through its School Board, of 1230 Douglas, Sturgis, South Dakota 57785, hereinafter referred to as DISTRICT, and
- B. Bruce A. Hubbard, Attorney at Law, of 12306 Viking Drive, Sturgis, South Dakota 57785, hereinafter referred to as ATTORNEY.

WITNESSETH

1. By the execution of this Agreement, DISTRICT agrees to retain ATTORNEY to act as attorney for the DISTRICT for a term commencing with the DISTRICT Organizational Meeting in July of 2017, and terminating with the DISTRICT Organizational Meeting in July 2018. ATTORNEY agrees to provide legal opinions and legal advice to DISTRICT if requested by the Superintendent or other authorized Board Member or Administrator. In addition, ATTORNEY will, if requested, review DISTRICT policies and recommend changes or additions. In addition, ATTORNEY will assist DISTRICT in personnel matters, including discipline and termination of DISTRICT personnel.

ATTORNEY will not represent DISTRICT in litigation either brought by DISTRICT or against DISTRICT in a court of law or administrative agencies. In that event, ATTORNEY will consult with DISTRICT to retain outside counsel, and serve as liaison between DISTRICT personnel and counsel hired to handle said litigation.

Notwithstanding the term as set forth above, either DISTRICT or ATTORNEY may terminate the Attorney-Client relationship at any time by mailing notice of termination to the other party by first-class mail. This Contract shall terminate upon receipt of the notice of termination by the other party.

2. As compensation for the legal services as set forth above, DISTRICT shall pay ATTORNEY a retainer of \$350.00 per month.

3. It is recognized between the parties that it is neither necessary nor desirable that ATTORNEY appear at all regularly scheduled or special School Board Meetings. It is understood and agreed that ATTORNEY will appear at School Board Meetings and consult with the Board when requested by the Superintendent or the Board President.

4. In order to clarify the line of communication between the DISTRICT and ATTORNEY concerning legal services to be performed, it is agreed by the parties that any requests for legal services shall be made by either the Board President or Superintendent. No other Board member or employee of the District shall contact ATTORNEY concerning legal

services, unless specifically authorized by either the Board President or Superintendent. Such authorization shall be communicated to ATTORNEY prior to the request for legal services.

Dated this _____ day of July, 2017.

MEADE SCHOOL DISTRICT 46-1

BY: _____
SCHOOL BOARD PRESIDENT

ATTEST: Brett Burditt
BUSINESS MANAGER

BY: Bruce A. Hubbard
BRUCE A. HUBBARD, Attorney at Law

STATE OF SOUTH DAKOTA)
)
COUNTY OF MEADE)

On this _____ day of July, 2017, before me, a Notary Public within and for said County and State, personally appeared Bryce Richter, and Brett Burditt, who acknowledged themselves to be the Board President and Business Manager, respectively, of Meade School District 46-1, and that they as such officers, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained by signing the name of Meade School District 46-1 by themselves as such President and Business Manager.

NOTARY PUBLIC
Comm. Exp. _____

(SEAL)

STATE OF SOUTH DAKOTA)
)
COUNTY OF MEADE)

On this 16 day of July, 2017, before me, a Notary Public within and for said County and State, personally appeared Bruce A. Hubbard, Attorney at Law, and he acknowledged to me that he executed the within and foregoing instrument for the purposes therein contained.



(SEAL)

Maranda McGillivray
NOTARY PUBLIC
Comm. Exp. 3/29/2022