



RESOLUTIONS IN SPECIAL EDUCATION, INC.

Julia J. Weatherly *+
 Leslie A. Allen *+
 Kevin W. Pendley, B.C.S. #+

*Member of the Alabama Bar
 #Member of the Florida Bar
 Board Certified - Education Law
 +Member of the Georgia Bar

APPROVED BY HAMILTON SCHOOL BOARD

ON 10/9/17
Rex L. Mitchell
 SUPERINTENDENT

September 25, 2017

Hamilton County School District
 c/o Betty Linton, ESE Director

Dear Betty:

We are pleased to have the opportunity to continue to work with the Hamilton County School District and hereby set forth below the terms of our Letter Agreement for consultative and/or direct legal services for the 2017-18 school year. If you have any questions or concerns, please do not hesitate to contact me prior to having this Agreement signed.

AGREEMENT FOR SERVICES

This Agreement confirms the terms, conditions and mutual understanding under which the Hamilton County School District (hereinafter "the School District") will engage Resolutions in Special Education, Inc. ("RISE") to provide consultation and/or direct legal services in connection with certain special education matters that arise in the District.

RISE's services, which are billed on an hourly basis, include, among other activities, email and telephone consultation, as needed, file preparation and organization, attendance at telephone conferences or other meetings, research, drafting of correspondence or pleadings, agreements or other documents, administrative hearing preparation and appearances, settlement/mediation negotiations, etc. RISE's hourly rates, which are reviewed and may be adjusted annually, are as follows:

Julie J. Weatherly, attorney/consultant	\$200.00/hour
Kevin W. Pendley, attorney/consultant	\$190.00/hour
Leslie A. Allen, attorney/consultant	\$185.00/hour

All fees and costs will be billed on a monthly line-item basis, at the end of each month, with a description of the services rendered and the time involved. Time will be billed in increments of 1/10th of an hour.

CONTACT JULIE:

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 Email JJWEsq@aol.com

CONTACT LESLIE:

2836 Vestavia Forest Place
 Birmingham, Alabama • 35216
 Phone (205) 423-5395
 Fax (205) 433-1027
 Email lallen@specialresolutions.com

CONTACT KEVIN:

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 Naples, Florida • 34109
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 Fax (239) 316-4525
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In addition to the hourly rates set forth above and although unlikely, other contract attorneys or paralegals may need to be used or hired at reasonable hourly rates, depending upon their experience. The School District will also be responsible for the cost of any various out-of-pocket disbursements, including travel expenses, scanning of documents, photocopying, actual long distance telephone charges charged by the telephone company to RISE, facsimile charges, delivery/courier services, etc. Travel expenses may, depending upon amount, be billed as they are incurred. Statements for services, out-of-pocket disbursements and other expenses will be billed monthly.

It is understood that Kevin W. Pendley is RISE's sole member of the Florida Bar able to independently provide direct legal services in any formal proceedings that may be required. Other members of RISE will provide such services only via applicable Florida Bar Rules and through the School District's General Counsel or Mr. Pendley and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

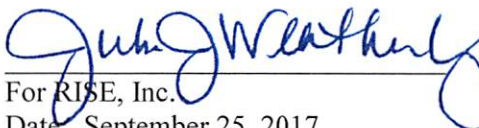
At the conclusion of any matter that has resulted in formal litigation, we will retain your legal files for a period of one year after we close our file regarding this matter. At the expiration of this period, we will destroy our files (knowing that you keep copies of all student records for many years), unless you notify us in writing that you would like possession of our files. If you so notify us, we will prepare and forward those files to you at no charge.

While RISE is reasonably confident that it can achieve favorable results for the School District, RISE cannot, of course, guarantee the results of its efforts. RISE, therefore, makes no representations or warranties, either express or implied, concerning the successful determination or outcome of this relationship. Any such statements made during the course of the relationship are based on professional judgment and over 30 years of collective experience in this area of education law.

ACKNOWLEDGED AND AGREED TO:



For the School District
Date: 9-25-17



For RISE, Inc.
Date: September 25, 2017