



**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 7/24/18  
Rex L. Mitchell  
SUPERINTENDENT

July 5, 2018

Ms. Betty Linton, Coordinator of ESE  
Via email at Shelly.Head@hamiltonfl.com

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 engagement Agreement. If you have any questions or concerns, please do not hesitate to contact me prior to having this Agreement signed.

**LETTER AGREEMENT FOR SERVICES**

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

RISE's services, which are billed on an hourly basis, include, among other activities, email and telephone consultation, as needed, with District personnel or District/Board counsel if required; file preparation and organization, attendance at telephone conferences or other meetings, research, drafting of correspondence or pleadings, agreements or other documents, administrative hearing/court preparation and appearances as applicable, 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

It is understood that Kevin W. Pendley is the Firm'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 the Firm will provide such services only via applicable Florida Bar Rules and through General Counsel or Mr. Pendley and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

**CONTACT JULIE:**

6420 Tokeneak Trail  
Mobile, Alabama • 36695  
Phone (251) 607-7377  
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Email JJWEsq@aol.com

**CONTACT LESLIE:**

152 Woodmont Drive  
Birmingham, Alabama • 35216  
Phone (205) 423-5395  
Fax (205) 433-1027  
Email lallen@specialresolutions.com

**CONTACT KEVIN:**

10661 Airport-Pulling Rd., #13  
Naples, Florida • 34109  
Phone (239) 598-0088  
Fax (239) 316-4525  
Email KWPEsq@aol.com

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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 1/10<sup>th</sup> of an hour.

In addition to the hourly rate 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 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.

At the conclusion of any matter that has resulted in formal litigation, we will retain your 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 System, 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 close to 30 years of experience in this area of education law.

ACKNOWLEDGED AND AGREED TO:

  
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For the District  
Date: 7/24/18

  
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RISE, Inc.  
Date: 7/4/18