

# HALL, PARTENHEIMER & KINKLE

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J. ROBERT KINKLE  
\*GERALD E. HALL, 1904-1994  
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December 21, 2011

Dr. Stacey Humbaugh, Superintendent  
and the South Gibson School Corporation  
1029 W 650 S  
Fort Branch, Indiana 47648

## Re: Attorney Engagement Agreement

Dear Superintendent Humbaugh and Members of the Board:

The purpose of this letter is to set forth in brief written form an outline of the services and fee arrangement between the Board and the undersigned as attorney for the South Gibson School Corporation for the year 2012.

The Board agrees to employ J. Robert Kinkle of the firm of Hall, Partenheimer & Kinkle as attorney for the South Gibson School Corporation. Mr. Kinkle will provide general legal services and advice to the South Gibson School Corporation regarding matters of school law and incidental matters which arise from the operation of the public school system. These services include attending all regular monthly meetings of the School Board of Trustees, attending all special meetings and executive sessions as requested by the Board, generally representing the Corporation in litigation, except for litigation involving claims against South Gibson School Board which are covered by insurance and except matters in which the parties determine to engage outside counsel. Mr. Kinkle shall assist the Board in drafting contracts with teachers, but will not act as a negotiating representative.

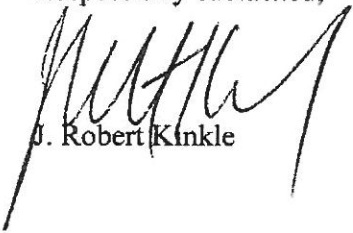
The Board shall pay Mr. Kinkle for attendance at regular meetings and normal short personal and telephonic conferences an annual retainer of \$5,000.00 payable quarterly at the regular monthly meeting in March, June, September and December of each year. The retainer shall be reviewed by the parties annually at the January organizational meeting to determine if appropriate adjustments are needed. Mr. Kinkle shall be paid a fee of \$135.00 per hour for all special matters such as research, drafting projects, or other matters involving more than 15 minutes, and all litigation. Any bond fees will be negotiated, but not less than \$6,000.00 for general obligation bonds and not less than \$10,000.00 for bond issues other than general obligation bonds. Tax warrants will be billed at the hourly rate.

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Mr. Kinkle shall be reimbursed for out-of-pocket expenses including, but not limited to mileage at the rate allowed by the IRS, copying charges at the rate of \$0.10 per page, postage, recording fees, depositions, transcripts and witness fees.

Either party may terminate this agreement upon 30 days' written notice. Mr. Kinkle shall cooperate with any successor counsel to accommodate a smooth transition of representation.

Respectfully submitted,

  
J. Robert Kinkle

JRK:jjd

The terms and provisions of this letter agreement between J. Robert Kinkle of the firm of Hall, Partenheimer & Kinkle, as attorney for the South Gibson School Corporation for the year 2012 are hereby accepted effective the 1st day of January, 2012.

**SOUTH GIBSON SCHOOL BOARD**

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary