

**CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES**

THIS AGREEMENT made and entered into this the _____ day of June, 2021, by and between the **Mississippi Department of Education (MDE)** an agency of the State of Mississippi, and Forman Watkins & Krutz, LLP at 210 E. Capitol Street, Suite 2200, Jackson, MS 39201 for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as “Attorney” and/or “Forman Watkins”.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF SERVICES:** The Attorney and/or Forman Watkins shall provide supplementary legal counsel and policy and guidelines support as deemed necessary for representation of the **MDE’s Office of Special Education** regarding enforcement of and school district compliance with the federal Individuals with Disabilities in Education Act (IDEA). The Attorney and/or Forman Watkins will copy the Attorney General’s designee(s) with all correspondence during the term of this Agreement, including, but not limited to, legal and policy memoranda in support thereof.

The Attorney and/or Forman Watkins shall also investigate and provide legal advice and recommendations for State Complaints under the IDEA filed on behalf of special education students and to advise the Office of Special Education on legal findings and resolutions to said complaints. **Any potential conflicts that may arise with the legal representation of MDE have been resolved. Please see the attached addendum to this agreement.**

The Attorney and/or Forman Watkins shall also assist in the representation of **MDE’s Office of Special Education** as it relates to the monitoring of school district compliance with Accreditation Process Standard 17.4, which contains the federal requirements for special education and related services.

- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022.
- III. COORDINATION OF SERVICES:** The Attorney and/or Forman Watkins shall coordinate the performance of the services to be provided hereunder through counsel for MDE and through the Office of the Attorney General and consult with them on specific courses of action which should be pursued.

IV. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that Attorney and/or Forman Watkins is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.

V. **SPECIFIC ATTORNEYS:** The Attorney and/or Forman Watkins shall utilize its staff and attorneys to perform the services required by this Agreement, namely Julian D. Miller, Esq.

VI. **PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the MDE will pay the Attorney and/or Forman Watkins at the rates listed below:

- \$250.00 per hourly rate for time expended by a Partner Attorney.
- \$215.00 per hourly rate for time expended by an Associate Attorney.
- \$100.00 per hourly for time expended by paralegals.

The total amount of this contract shall not exceed \$ 70,000.00, unless agreed and approved in writing by the MDE, the Office of the Attorney General, and the Mississippi State Personnel Board.

Each month, Attorney and/or Forman Watkins shall submit to the Office of the Attorney General and to counsel for MDE an invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval by the Office of the Attorney General and counsel for MDE.

VII. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the MDE to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to the contractor to terminate this Agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

VIII. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, Attorney and/or Forman Watkins agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry, or political affiliation.

IX. **NON-ASSIGNMENT AND SUBCONTRACTING:** The MDE will not be

independently obligated or liable under this Agreement to any party other than the **Attorney and/or Forman Watkins** named herein. Said **Attorney and/or Forman Watkins** understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the Attorney General.

- X. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
- XI. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.
- XII. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, **Attorney and/or Forman Watkins** shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- XIII. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- XIV. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Agreement shall comply with applicable federal, state and local laws and regulations.
- XV. **COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** **Attorney and/or Forman Watkins** represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program **Attorney and/or Forman**

Watkins agrees to maintain records of such compliance and, upon request of the State of Mississippi and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State Attorney and/or Forman Watkins further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Attorney/ Law Firm understands and agrees that any breach of these warranties may subject Attorney and/or Forman Watkins to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Attorney and/or Forman Watkins by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Attorney and/or Forman Watkins would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of

July 1, 2021.

**Mississippi Department of Education
359 North West Street
Jackson, MS 39201**

**Attorney and/or Forman Watkins
201 E. Capitol Street, Suite 2200
Jackson, MS 39201**

By: _____
_____ (title)

By: _____
_____ (title)

APPROVED:

OFFICE OF THE ATTORNEY GENERAL

By: _____

Date: _____

LYNN FITCH, ATTORNEY GENERAL
STATE OF MISSISSIPPI

MISSISSIPPI STATE PERSONNEL BOARD

By: _____ Date: _____
EXECUTIVE DIRECTOR (if contract total is \$75,000.00 or less)
CHAIRMAN (if contract total is greater than \$75,000.00)