

Agreement for Legal Services

Yorgason Law Offices, pllc
and
Brabeion Academy, Inc.

This Agreement is made and entered into between Brabeion Academy, Inc. (the "SCHOOL") and Yorgason Law Offices, pllc ("ATTORNEY") this 8th day of Septemer, 2025.

In consideration of the mutual promises herein contained, the SCHOOL and ATTORNEY agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, ATTORNEY shall provide legal services in connection with the SCHOOL's activities as a public charter school, including but not limited to general board representation and facility questions. ATTORNEY shall provide legal advice and representation and shall perform such tasks and services as are necessary, in ATTORNEY'S judgment, to accomplish this duty. ATTORNEY'S role is primarily that of adviser and counselor, not decision maker, and the SCHOOL is expected and required to authorize major decisions regarding the outcome or conduct of the representation. Such services shall be performed by individuals as employees of ATTORNEY and not as employees of the SCHOOL.

2. PERIOD OF AGREEMENT

The Agreement shall commence as of the date first above written. ATTORNEY will perform services with due and reasonable diligence consistent with sound professional practices.

3. COMPENSATION

- 3.1 General Services. As compensation for services to be performed by ATTORNEY, the SCHOOL will pay ATTORNEY \$250/hour. The rate may change from time to time. ATTORNEY will bill mileage at the generally accepted IRS rate, if necessary.
- 3.2 Invoices and Payment. ATTORNEY will submit invoices on a monthly basis. The SCHOOL will make payment within 15 calendar days of the invoice date, or as soon after its next regular board meeting. Invoices submitted by ATTORNEY will identify specific projects and the general issue(s) worked on or otherwise identify the invoice in such a manner as the SCHOOL may reasonably require.

4. CONFLICTS OF INTERST

4.1 On rare occasions, conflicts may develop among the interests of existing clients; in those cases, ATTORNEY will make every effort to resolve the conflicts in such a way as to allow uninterrupted representation for the SCHOOL. ATTORNEY does not anticipate any issue arising under this Agreement that would require ATTORNEY to advise or represent the SCHOOL regarding issues against any other Idaho public or private school, and the SCHOOL understands that ATTORNEY, due to other client relationships, may be unable to file a lawsuit against another Idaho charter school on behalf of the SCHOOL.

4.2 The SCHOOL acknowledges that ATTORNEY represents other schools. ATTORNEY has evaluated the possible interests of each of these clients as they may relate to representation of the SCHOOL and have concluded that ATTORNEY can reasonably undertake joint representation of the SCHOOL and any or all of these parties without adverse effect to the interests of any of the affected parties. The SCHOOL acknowledges it has been advised of the nature of such joint representation and possible associated risks, that it has considered this information, and consents to the proposed joint representation by ATTORNEY. In the event ATTORNEY determines he can no longer conduct joint representation of the SCHOOL and one or more other clients without adverse effect to the interests of one or more of the jointly-represented parties, ATTORNEY will immediately advise all affected clients and will take such measures as are necessary to protect the interests of the parties and to provide representation for all parties in a manner that is appropriate under the applicable Rules of Professional Conduct.

5. TERMINATION

Either the SCHOOL or ATTORNEY may terminate this Agreement in whole or in part at any time by giving thirty (30) days written notice thereof. At the time of termination, ATTORNEY shall be paid by the SCHOOL for any portion of work completed prior to termination.

6. CHANGES

The SCHOOL, within the general scope of this Agreement, may at any time, by written notice to ATTORNEY, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim by either party for such an adjustment must be made within thirty (30) days of the receipt of said written notice. If the scope of service is reduced by the SCHOOL, the ATTORNEY shall be reimbursed for all direct costs incurred before the reduction of the service occurred.

7. DISPUTE RESOLUTION

Should a dispute arise, the SCHOOL and ATTORNEY agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either the SCHOOL or ATTORNEY. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. the SCHOOL and ATTORNEY agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State of Idaho.

8. COMPLIANCE WITH LAWS

To the extent applicable hereto, ATTORNEY shall in the performance of this Agreement comply with all Federal, State and local laws, regulations and orders issued under any applicable law and State regulations.

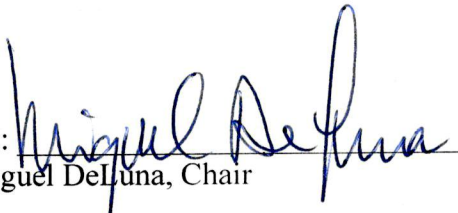
9. STANDARDS

Services provided by ATTORNEY shall be in accordance with accepted local standards of care for professional practice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CLIENT: BRABEION ACADEMY, INC

ATTORNEY: YORGASON LAW
OFFICES, PLLC

By: 
Miguel Deluna, Chair

By: _____
Christopher E. Yorgason, Owner