



North Idaho College

Board of Trustees Special Meeting
April 18, 2024
Edminster Student Union Building

Mission statement: *North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.*

AGENDA

6:00PM Lake Coeur d’Alene Room / Zoom: <https://nic.zoom.us/j/82238172090>

- Convene/Call to Order/Verification of Quorum Mike Waggoner
- Pledge of Allegiance Mike Waggoner
- **NEW BUSINESS**
- Action Item: Discussion/Decision related to the Board engaging accreditation attorney Stanley A. Freeman of the firm Eversheds Sutherland..... Mike Waggoner
- **ADJOURN**

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April ____, 2024 **DRAFT**

Mike Waggoner
Chairman, Board of Trustees
North Idaho College
1000 W Garden Ave
Coeur d'Alene, Idaho 83814
Via email to: mewaggoner@nic.edu

Dear Mr. Waggoner:

We are pleased to be retained by North Idaho College (the "College") to provide legal services to the College in regard to accreditation matters pertaining to the Northwest Commission on Colleges and Universities, and we look forward to working with you, with your colleagues at the College, and with Colton Boyles. Prior to undertaking an engagement, it is our practice in opening new matters for clients to provide an engagement letter in order to confirm our mutual understanding of the terms and conditions under which we will render legal services and the scope of such services.

Client. We wish to confirm at the outset that we have been retained to represent only the College in this matter and that we have not been retained to provide legal services to, or on behalf of, the College's officers, directors, or employees or any other person or affiliate. If this is not your understanding, or if you wish to include or exclude additional entities within the scope of our representation, please provide us with the complete names of any such parties in writing as soon as practicable, as we are unable to accept any obligations on behalf of these entities prior to notification and the clearance of any potential conflicts. Please be aware that our ethical obligations also necessitate that we cannot commit in advance to any subsequent expansion of our representation.

Scope of Engagement. At this time, we have been retained by the College to provide advice and counsel in regard to accreditation matters pertaining to the Northwest Commission on Colleges and Universities. To the extent there are future requests for legal services with respect to other matters, such services will be described with specificity in an addendum to this engagement letter and will also be governed by this engagement letter unless otherwise mutually agreed. Finally, it is our understanding that the College relies, or may rely, upon inside legal counsel and other outside law firms for the provision of additional legal services. As such, our representation of, and responsibility to, the College is expressly limited to those specific agreed-upon accreditation matters for which you request our services.

In order to enable us effectively to render these services, you have agreed to disclose fully and accurately all facts and keep us apprised of all developments relating to the matter. You have agreed otherwise to cooperate fully with us and to be available to attend meetings, conferences, hearings and other proceedings. Since the outcome of the ongoing accreditation matters is subject to the vagaries and risks inherent in the administrative process, it is understood that we have made no promises or guarantees to you concerning the outcome and cannot do so. Nothing in this letter shall be construed as such a promise or guarantee.

Principal Points of Contact. I will be primarily responsible for handling this matter, and you and Colton Boyles should feel free to contact me concerning the status of the case and any questions you may have about the matter. We understand that you and Colton Boyles, in his capacity as the College's external General Counsel, will be our principal contacts at the College. We will maintain communication with Mr. Boyles as necessary regarding developments and progress in the case, and we will also communicate with you or your colleagues at the College as necessary and appropriate. These communications will generally be subject to the attorney-client privilege and will not be disclosed to third parties without your consent. You and Mr. Boyles should nevertheless exercise care in the transmission and receipt of correspondence, faxes, electronic messages, and other confidential documents in order to avoid an inadvertent waiver of confidentiality and privilege.

Fees and Billing. Our fees generally are based upon the time spent and our then-prevailing hourly charges. Our hourly rates are established for each attorney and legal assistant, depending upon the nature and length of their experience and particular skills, and are reviewed and revised periodically, generally annually. We are mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. Accordingly, we will seek at all times to handle your matter as efficiently and effectively as possible without sacrificing the quality of our services.

The rate for the Partner that is expected to work on your matter is as follows:

Stanley Freeman \$895

The rate for the Counsel who is expected to work on your matter is as follows:

Benjamin Reed, Counsel \$795

We reserve the right to call upon other attorneys in our firm, including partners, counsel, and associates, to advise or assist us on your matters where appropriate.

Current billing rates for partners range from \$810 to \$1885 per hour, and our rates for associates and counsel currently range from \$420 to \$1595 per hour.

Fees and charges generally will be billed monthly and are payable upon presentation. We will send our monthly statements to Colton Boyles. Interest may be charged on matters unpaid forty-five (45) days from the invoice date, at the rate of twelve percent (12%) annually (simple interest).

In addition to the payment of our fees, you will be responsible for costs and expenses incurred, such as charges for photocopying, messenger and delivery service, computerized research, expert and consultant fees, travel (including airfare, lodging, meals, ground transportation, parking and mileage), printing, necessary secretarial overtime, filing fees, etc. Charges for certain of such items may exceed our direct costs to cover our overhead.

Global Resources. Eversheds Sutherland is the name and brand under which the members of Eversheds Sutherland Limited (Eversheds Sutherland (International) LLP and Eversheds Sutherland (US) LLP) and their respective controlled, managed, affiliated and member firms (each an "Eversheds Sutherland Entity" and together the "Eversheds Sutherland Entities") provide legal or other services to clients around the world. Eversheds Sutherland Entities are constituted and regulated in accordance with relevant local regulatory and legal requirements and operate in accordance with their locally registered names. The use of the name Eversheds Sutherland is for description purposes only and does not imply that the member firms or their controlled, managed, affiliated and member entities are in a partnership or are part of a global LLP. Each firm will remain a separate legal entity, there will be no profit sharing, and client information will remain separate unless the firms are working together on a matter.

The global resources of Eversheds Sutherland are diverse and extensive, and can be made available to assist in your matter if necessary.

Non-Assignment. By agreeing to this representation, you agree and recognize that the legal services to be furnished pursuant to this engagement are of a unique and personal nature that gives them a peculiar value, and therefore, by your and our agreement, may not be assigned by either of us except with the prior written agreement of both of us.

Termination of Engagement. You have the right to terminate our services and representation at any time for any reason upon written notice. We reserve the right to withdraw from our representation if, among other things, irreconcilable conflicts arise with another existing client, if any fact or circumstance arises that would, in our view, render our continuing representation unlawful, unethical, or inconsistent with the terms of this engagement letter, or if you fail to pay our fees and expenses. We would, of course, honor instructions to take reasonable measures under the circumstances to facilitate the orderly transfer of responsibility to other counsel of your choice.

Document Retention. You agree that, unless we receive other written instructions from you with respect to the storage of your electronic and physical files, we will maintain your files for a period of generally 7 years following conclusion of the matter, after which we are entitled to discard such files with no further notice to, or consent from, you. Reasonable steps will be taken to ensure that your files are discarded in a manner that does not compromise their confidentiality.

Cyber Security. The Firm utilizes Tier 1 cloud infrastructure as service offerings from Microsoft Azure. These systems are managed via least privilege using designated servers within the US. Access is controlled to maintain the Confidentiality, Integrity and Accessibility of all client data. The Firm maintains ISO 27001 certification of a robust information security management system that provides for governance of encryption and access to all data.

Unless we receive other written instructions from you with respect to cyber security, the Firm will maintain cyber security standards in alignment with commonly accepted legal industry standards pertaining to data in its care. In that regard, we have the capability to employ encrypted communications and storage when required. The Firm can utilize either Transport Layer Security ("TLS") or close circuit messaging to communicate any data or information required to be encrypted.

We look forward to the opportunity to serve the College and are grateful that you have chosen us for this representation. I hope that this letter has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our representation, please indicate your acceptance by executing this letter in the space provided below and returning a copy to me.

Sincerely,

[DRAFT]

Stanley A. Freeman

**AGREED and ACCEPTED:
 North Idaho College**

[DRAFT]

By: _____
 Mike Waggoner
 Chairman, Board of Trustees
 North Idaho College

Date: _____

cc: D. Colton Boyles, Esq., General Counsel, North Idaho College