

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION  
AGENDA STATEMENT

No. 13a.

MEETING OF June 25, 2025

ITEM TITLE:

**CONSENT CALENDAR:**

Motion to approve engaging Leif Thompson, attorney,  
to represent KGBSD's KCS in a matter involving a lease  
agreement dispute.

**REVIEWED BY:**

☒ Superintendent  
☒ Finance

SUBMITTED BY: Daniel Schuler, Business Manager 907 247 2116

APPROVED FOR SUBMITTAL: Michael Robbins, Superintendent

**SUMMARY STATEMENT:**

The School Board is being asked to approve engaging Leif Thompson, attorney, to represent the Board of Education's Ketchikan Charter School in a lease agreement dispute.

ISSUE: Board Policy 9124.00 calls for legal counsel to be hired by the school district and represent the Board of Education. The Ketchikan Charter School's APC authorized the school's Principal and Vice Principal to work with Mr. Thompson. As Board Policy clearly states, that action needs the Board of Education approval.

**RECOMMENDATION:**

Approval of Leif Thompson to represent the Board of Education's Ketchikan Charter School is a lease agreement dispute.

**ATTACHMENTS:**

- Client Billing Agreement

**FISCAL NOTE:**

ANNUAL EXPENDITURE REQUIRED: None (KCS APC is covering the cost of the attorney)

RECOMMENDED ACTION: "I move that the Board of Education approve engaging Leif Thompson to represent the Board of Education's Ketchikan Charter School in a lease agreement dispute."

# Leif Thompson Law Office

Leif A. Thompson  
Attorney at Law  
540 Water Street Suite 301  
Ketchikan, Alaska 99901  
Phone: (907) 617-9256

## Legal Services Agreement

"Client" and Leif Thompson "Attorney" hereby enter into this agreement regarding the retention of Attorney by Client to provide legal advice and services:

1. **Client:** The client is Ketchikan Charter School
2. **Attorney:** The Attorney is Leif Thompson who is actively licensed to practice law in Alaska.
3. **Matter:** Holy Name Lease Issue
4. Attorney represents that he is competent and available to handle this matter. **Attorney does not, and ethically cannot promise a favorable outcome in this case.** In the event that additional matters are assigned by Client to Attorney, this agreement shall apply to those matters as well.
5. **Review of ethical obligations:** before initiating representation: Attorney has conducted a thorough investigation and determined that neither Attorney nor his or her firm has any ethical impediment, real or potential, to representing Client. To the extent that any ethical impediment, real or potential, ever arises, Attorney shall immediately inform Client of the impediment, make full disclosure of the situation to Client, obtain Client's consent to continue the later representation, and take all steps requested by Client to avoid or mitigate the impediment.
6. **Limitations to scope of representation:** Representation is through any pre-indictment or complaint work in the case and for contacting the prosecutor. Representation does not include trial representation or appearance in court without further payment.
7. **Term of representation:** Representation begins immediately on signing.
8. **Client expectations and goals:**  
Hope to prevail and get out of Holy Name lease.
9. **Attorney Fee:** Attorney will be paid \$250 per hour for work, \$2,500 to be in hand paid. This amount becomes due and becomes

attorney's property immediately but may be refunded in accordance with ethical requirements.

10. **Expenses:** Client will pay expenses.
11. **Staffing and matter management:** Attorney has been retained specifically because he, personally, is understood by Client to be able to handle this matter. Employment of additional individuals, whether attorneys, paralegals, or others, who will bill time to Client is not permitted without the advance written approval of Client.
12. **Case monitoring:** Client will be advised promptly by Attorney of all significant facts and developments in the matter so that Client may manage the matter effectively and make informed decisions about strategy, tactics, settlement, scheduling, and so forth. Client will promptly receive from Attorney copies of all orders, opinions, pleadings, briefs, memoranda (internal and external), correspondence, and any other document material to this matter.
13. **Case control:** Attorney shall discuss all significant issues of strategy and tactics, including motions, discovery, pleadings, briefs, trial preparation, experts, and settlement, with Client before implementation. Attorney is expected to exercise independent professional judgment, but to implement the decisions of Client.
14. **Client cooperation:** Attorney should consult with Client about all opportunities for Client to save money or make use of Client's expertise to assist in, e.g., responding to discovery, preparing for trial, locating experts, and the like. Client may also have personnel and facilities available to reduce the expense of litigation.

Signed:

\_\_\_\_\_  
Katherine Tatsuda, KGBSD Board  
President

/s/ Leif Thompson  
5/6/25 Leif Thompson

\_\_\_\_\_  
Date

    /5/6/25      
Date