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RURAL ATTORNEY RECRUITMENT PROGRAM

RECRUITMENT ASSISTANCE PILOT PROGRAM

The Unified Judicial System and the State Bar of South Dakota are committed to assuring that all citizens within the State of South Dakota have access to quality attorneys. In 2013, the South Dakota Legislature approved the Recruitment Assistance Pilot Program to address the current and projected shortage of lawyers practicing in small communities and rural areas of South Dakota.

County Population Chart
 Rural Attorney Recruitment Application
 Rural Attorney Recruitment Contract
 Eligible Counties

This program provides qualifying attorneys an incentive payment in return for five (5) continuous years of practice in an eligible rural county. No more than sixteen (16) attorneys may participate in the program and no attorney may be added to the program after July 1, 2017. Attorneys must enter into a contract with the Unified Judicial System, the State Bar and the eligible County in order to participate. Qualifying attorneys within the program will receive an incentive payment, payable in five equal annual installments, each payment equal to 90% of one year's resident tuition and fees at the University of South Dakota School of Law, as determined on July 1, 2013.

ELIGIBLE RURAL COUNTIES:

To be eligible to participate in the recruitment assistance pilot program, a county within the State of South Dakota must:

- Have a population of 10,000 or less;
- Agree to pay 35% of the total amount of the incentive payment, payable in five equal annual payments. A county may prepay its portion of the incentive payment at any time during the five-year;
- Apply to the UJS by submitting a letter of intent from the County Commissioners and be accepted into the program by the UJS; and
- Is determined to be eligible by the UJS.

Before making a determination on eligibility, the UJS shall conduct a county assessment to evaluate the county's need for an attorney and its ability to sustain and support an attorney. In completing this assessment, the UJS will consider the following factors:

- Demographics of the county;
- Age and number of current attorneys practicing within the county;
- Recommendation of the presiding circuit court judge;
- Programs of economic development within the county;
- Geographic location to other counties receiving assistance; and
- Prior participation by the county in this pilot program.

The UJS shall maintain a list of counties that have been assessed and that are eligible for participation in the Recruitment Assistance Pilot Program. The UJS may revise any county assessment or conduct a new assessment as necessary to reflect any change in conditions within a county.

ELIGIBLE ATTORNEYS:

To be eligible for participation, an attorney must:

- Be a U.S. citizen, U.S. National or permanent resident of the U.S.;
- Have a Juris Doctorate degree from an ABA accredited institution and provide a transcript;
- Be licensed as an attorney in the State of South Dakota;
- Never have been disbarred, suspended or publicly censured from the practice of law in any jurisdiction;
- Be willing to reside in the county he/she serves unless the county otherwise agrees;
- Keep the UJS informed of changes to his/her physical and mailing addresses as well as any change to his/her telephone number;
- Carry malpractice insurance during his/her involvement in the program and provide proof thereof;
- Provide a Certificate of Good Standing from the SD Supreme Court;
- Agree to practice full time as an attorney within an eligible county for a minimum of five consecutive years. Full time is defined as a minimum of 35 hours per week, for a minimum of 49 weeks per year. Excess hours cannot be applied to any other work week. Participants are allowed to spend no more than 21 full time workdays per year, excluding federal and state holidays, away from their practice for vacation, continuing legal education, illness, or any other reason, unless permission is obtained from the Chief Justice of the South Dakota Supreme Court. Qualifying FMLA leave will be approved;
- Have never previously participated in this program, or any other state or federal scholarship, loan repayment, or tuition reimbursement program that obligates the person to provide attorney services within an underserved area; and
- Submit a complete application and be approved for participation in the program by the UJS. The UJS will consider not only the above requirements, but also the following:
 - Evaluation of the attorney seeking assistance under this program; and
 - Existing or previous ties of the applicant to the county.

No more than sixteen attorneys may participate in the program at any specified time. However, no attorney may be accepted into the program after June 30, 2017.

SHORTAGE AREAS:

A current map is attached illustrating the counties within the State of South Dakota in which there is a shortage of attorneys. This does not determine whether the county is eligible, as set forth herein.

PAYMENT PROCESS:

1. The contract for the Recruitment Assistance Pilot Program is not effective until it is approved by the UJS, State Bar and County.
2. The rural county must pay its 35% of the annual incentive directly to the attorney and provide notice to the UJS once payment is rendered.
3. The State Bar of South Dakota must pay 15% of the annual incentive to the UJS.
4. The UJS shall then pay to the participating attorney the State Bar's portion as well as the remaining balance of the total installment payment amount due for that year. The UJS shall pay its portion from the funds appropriated to it by the SD Legislature in HB 1096.
5. The Chief Justice of the Supreme Court shall approve all vouchers and the state auditor shall draw warrants to pay UJS expenditures for this program.

BREACH OF CONTRACT:

An attorney who breaches a commitment to serve in the county he/she contracted with will become liable to the Unified Judicial System, State Bar of South Dakota and the eligible county for an amount equal to the amounts of the payments previously paid to the attorney.

If a lump sum cannot be made immediately, terms of repayment must be satisfactory to the UJS.

If the attorney fails to abide by the terms of repayment, the UJS, State Bar and/or County may initiate legal action to enforce the contract and recover damages, including but not limited to repayment of the amounts paid to the attorney prior to the breach. Additionally, the debt may be reported to credit reporting agencies and may be referred to a debt collection agency. Moreover, disciplinary sanctions may be imposed by the State Bar of South Dakota Disciplinary Board and the Supreme Court of South Dakota, if the attorney fails to satisfactorily address repayment of his/her debt.

If the attorney dies before completing his/her service obligation, the obligation will be cancelled in its entirety. No liability will be transferred to the attorney's heirs.

SUSPENSION / WAIVER:

The UJS requires attorneys to fulfill their contract for the Recruitment Assistance Pilot Program without excessive absences or significant interruptions in service. Attorneys are allowed 21 days of leave per service year, excluding federal and state holidays; however, there are some circumstances that occur which will prevent an attorney from staying within this timeframe. In these cases, the UJS may, under certain circumstances, suspend (put "on hold") or waive (excuse) the obligated service or payment obligation.

1. **Suspension.** A suspension of the service commitment may be granted if compliance with the commitment by the attorney: (i) is temporarily impossible or (ii) would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the attorney's service commitment end date. The major categories of suspension are set forth below.
 1. **Leave of Absence for Medical or Personal Reasons.** A suspension may be granted for up to one year if the attorney provides independent medical documentation of a physical or mental health disability, or personal circumstances, including a terminal illness of an immediate family member, which results in the attorney's temporary inability to perform the service obligation.
 2. **Maternity/Paternity/Adoption Leave.** Before taking this leave, attorneys must notify the UJS of pending maternity/paternity/adoption leave and provide appropriate documentation. If eligible under the Family Medical Leave Act, maternity/paternity/adoption leave of 12 weeks or less will be automatically approved, if properly documented. If the attorney's maternity/paternity/adoption leave will exceed 12 weeks during that service year, the attorney must request a medical suspension, which may or may not be approved by the UJS.
 3. **Call to Active Duty in the Armed Forces.** Attorneys who are also military reservists and are called to active duty will be granted a suspension, for up to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for a suspension, a copy of the order to active duty must be submitted to the UJS. The suspension will be extended if the applicable Armed Forces entity continues the period of active duty. The period of active military duty will not be credited toward the service obligation but will not be considered a breach of this contract.
2. **Waiver.** A waiver permanently relieves the attorney of all or part of the service commitment. A waiver may be granted only if the attorney demonstrates that compliance with his/her commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A timely waiver request must be submitted to the UJS, which shall include the reason(s) the waiver is being sought and any necessary medical and financial documentation necessary to support the waiver request.

ASSESSMENT OF PARTICIPANT:

The UJS verifies every 3 months that attorneys are meeting program requirements and fulfilling their service obligation. The In-Service Verification (ISV) is completed by both the Attorney and the UJS. By completing and signing the verification, the attorney is certifying the attorney's compliance or noncompliance with the applicable requirements during that 3-month period. The verification will also record the time spent away from the service site, e.g., the total number of days during the 3-month period that the attorney fell below the minimum service requirement of 35 hours per week.

Attorneys who fail to complete and submit their 3-month ISV on time may jeopardize receiving service credit.

County Population Chart

Rural Attorney Recruitment Application

Rural Attorney Recruitment Contract

**RECRUITMENT ASSISTANCE PILOT PROGRAM
ATTORNEY APPLICATION**

Office Use Only

IDENTIFYING INFORMATION:

Name: _____
(Last, First, M.I.)

Address: _____

Mailing address if different: _____

Home Phone: () _____ Work Phone: () _____

Cell Phone: () _____

When is the best time to contact you: _____

Are you a U.S. citizen, U.S. National or permanent resident of the U.S.? _____

EDUCATIONAL HISTORY:

HS Diploma _____ GED _____ HSED _____ Year Completed _____

Name of High School attended: _____

College Degree: _____

Name of College attended: _____

Name of Law School attended: _____

Year of graduation from Law School: _____

Please submit a copy of your law school transcript with this Application.

Have you ever previously participated in ANY scholarship, loan repayment or tuition reimbursement program that obligated you to provide attorney services within an underserved area? Yes / No. If yes, please indicate the name of the program and dates of participation: _____

Please submit a copy of your resume, complete with 3 references, with this Application.

LICENSES:

Are you licensed to practice law? If so, where?: _____

Please provide a Certificate of Good Standing from the South Dakota Supreme Court with this Application. Failure to do so make you ineligible for this program and your application will be returned.

RELOCATION:

If selected for participation in this program, are you willing to locate both your law office and residence to the participating county you contract with? Yes / No.

INSURANCE:

Are you aware that you will be required to carry malpractice insurance and provide proof thereof if accepted into this program?
Yes / No

LIABILITIES:

Please list all of your debts in excess of \$1,000.00: _____

LEGAL DISCIPLINARY HISTORY:

Have you ever been subject to an investigation or disciplinary action by any bar association in which you were a member? If so, what was the outcome?: _____

LEGAL HISTORY:

Have you ever been convicted or pled guilty to a felony, Class 1 misdemeanor or non-traffic Class 2 misdemeanor? If so, list the date and place where the crime was committed and a short narrative explaining the matter:

Have you ever been a party in a civil suit other than small claims? If so, list the date and place where the case was filed and a short narrative explaining the matter: _____

MOTIVATION:

From the list of eligible counties on the website, please provide your preference of where you would like to live and practice law if accepted into the Recruitment Assistance Pilot Program:

- 1st Choice: _____
- 2nd Choice: _____
- 3rd Choice: _____

Please explain your order of preference regarding eligible counties:

Please explain why you want to be involved in the Recruitment Assistance Pilot Program:

I, the undersigned, hereby waive any claim of confidentiality and consent to an inquiry into my professional record with the State Bar of South Dakota for purposes of this application.

I, the undersigned, attest and affirm that the above information is true and correct.

Applicant's Signature: _____ Date: _____

Forward your complete application to: State of South Dakota
Unified Judicial System
State Court Administrators Office
500 East Capitol Avenue
Pierre, SD 57501-5070

**RECRUITMENT ASSISTANCE PILOT PROGRAM
CONTRACT/LETTER OF AGREEMENT
FOR CONTRACTUAL SERVICES BETWEEN**

South Dakota Unified Judicial System
500 E. Capitol Avenues
Pierre, SD 57501

hereinafter referred to as
ATTORNEY

hereinafter referred to as
UJS

State Bar of South Dakota
222 E. Capitol Avenue
Pierre, SD 57501

hereinafter referred to as
STATE BAR

hereinafter referred to as
COUNTY

The South Dakota Unified Judicial System, State Bar of South Dakota, County and Attorney hereby enter into a contract for participation in the South Dakota Recruitment Assistance Pilot Program.

1. DEFINITIONS:

- A. Eligible County – a county having a population of 10,000 persons or less that the UJS has determined to be eligible for participation in the South Dakota Recruitment Assistance Pilot Program. For purposes of this specific contract, the Eligible County is _____.
- B. Incentive Payment – Participating attorneys within the program will receive an incentive payment, payable in five equal annual installments, each payment equal to 90% of one year's resident tuition and fees at the University of South Dakota School of Law, as determined on July 1, 2013.
- C. Attorney – an attorney licensed to practice law in the State of South Dakota and has determined to be eligible for participation in the South Dakota Recruitment Assistance Pilot Program.

2. OBLIGATIONS OF THE ATTORNEY:

- A. The Attorney agrees to practice law in the Eligible County a minimum of 35 hours per week for a minimum of 49 weeks per year, for a period of 5 continuous years, commencing _____ and concluding _____. As set forth in IP Rule, _____, Attorney is allowed 21 days of leave per service year, excluding federal and state holidays. This leave shall not be accumulated from one year to the next. If Attorney fails to comply with the terms herein, UJS, State Bar and County can withhold payments for nonperformance.
- B. Unless otherwise agreed to with the County, the Attorney shall reside within the County that he/she is providing services to under this contract.
- C. The Attorney attests that he/she has not previously participated in this or any other state or federal scholarship, loan repayment, or tuition reimbursement program which obligates Attorney to provide legal services within an underserved area.
- D. The Attorney shall remain licensed as an attorney by the South Dakota Supreme Court throughout the period of this Agreement. The Attorney further agrees to provide a Certificate of Good Standing to the UJS, State Bar and County prior to beginning work pursuant to this Agreement.
- E. Attorney attests that he/she has never been disbarred, suspended or publicly censured from the practice of law in any jurisdiction.

- F. The Attorney shall procure and maintain professional malpractice insurance with a limit of not less than \$_____ per incident. The Attorney further agrees to provide a properly executed Certificate of Insurance which shall clearly evidence the malpractice insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Attorney agrees to provide immediate notice to the UJS and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Attorney shall furnish copies of insurance policies if requested by UJS. Loss of malpractice insurance will nullify this Agreement.
- G. The Attorney shall give written notice to UJS, State Bar and County within 30 days after any of the following events: 1. Attorney's name and/or address changes; 2. Attorney intends to not fulfill his or her service obligation; or 3. Attorney ceases to practice law as an attorney.
- H. The Attorney shall provide UJS with a quarterly accounting of all hours worked per week, receipt of all payments made by the UJS, including those made on behalf of the State Bar and the County under the terms of this contract and any discipline complaints or lawsuits filed against him/her.
- I. The Attorney shall abide by all state and federal laws. Minor traffic offenses will be evaluated on a case-by-case basis.
- J. The Attorney agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Attorney to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- K. The Attorney agrees he/she is an independent attorney and neither he/she nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of the UJS, State Bar or County and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the UJS, State Bar or County including, but not limited to, workers' compensation, health, life, malpractice insurance, unemployment insurance and retirement benefits. This contract shall not be deemed a waiver of sovereign immunity or any other type of immunity by the State of South Dakota or any of its political subdivisions either in litigation against a party to this contract or any third party.

3. OBLIGATIONS OF THE COUNTY:

- A. The County attests that it has 10,000 or less persons living within the county limits.
- B. The County shall pay, directly to the Attorney, 35% of the total amount of the incentive payment, payable in five equal annual payments. The County may prepay, to the Attorney, its portion of the incentive payment at any time during the five year period. The specific total amount the County is obligated to pay the Attorney is \$_____. If, however, Attorney fails to comply with the terms herein, then County can withhold payment for nonperformance.
- C. The County shall provide the UJS with written notice certifying the Attorney has been paid the County's financial obligation pursuant to this Agreement.
- D. The County agrees, after the initial assessment, to report to the UJS any substantial change in the following areas:
 - Demographics of the county;
 - Age and number of current attorneys residing and practicing law within the county; and
 - Programs of economic development within the county.

The County agrees to actively participate in any subsequent review / assessment as determined necessary by the UJS to reflect any change in conditions within a county.
- E. The County agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the County to be responsible for or defend

against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.

4. OBLIGATIONS OF THE STATE BAR OF SOUTH DAKOTA:

- A. Once the County certifies payment to the Attorney, the State Bar shall pay to the UJS 15% of the total amount of the incentive payment, payable in five equal annual payments. The UJS shall forward this amount to the Attorney, pursuant to the terms and conditions of this contract. The State Bar may prepay, to the UJS, its portion of the incentive payment at any time during the five year period. The specific total amount the State Bar is obligated to pay for the Attorney's service is \$_____. If, however, Attorney fails to comply with the terms herein, then the State Bar can withhold payment for nonperformance.
- B. The State Bar shall provide the UJS with written notice certifying that the County has paid its financial obligation pursuant to this Agreement.
- C. The State Bar agrees to hold harmless and indemnify the UJS, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the State Bar to be responsible for or defend against claims or damages arising solely from errors or omissions of the UJS, its officers, agents or employees.

5. OBLIGATIONS OF THE UNIFIED JUDICIAL SYSTEM (UJS):

- A. After the County and State Bar meet their financial obligations, as described above, the UJS agrees to pay the Attorney 50% of the total amount of the incentive payment, payable in five equal annual payments. The specific total amount the UJS is obligation to pay the Attorney is \$_____. The UJS shall also forward to Attorney the amount due from the State Bar to Attorney under the terms of this contract. If, however, Attorney fails to comply with the terms herein, then the UJS can withhold payment for nonperformance.
- B. Only full performance by the State Bar, County and Attorney binds UJS to pay the amount set forth above (section 5.A). Incomplete performance by the State Bar, County or Attorney, as determined by the UJS, constitutes a material breach of this Agreement and excuses the UJS from any commitment to pay.

6. CANCELLATION, SUSPENSION AND WAIVER OF OBLIGATION:

- A. If Attorney dies prior to the completion of his/her service obligation, the obligation will be cancelled in its entirety. No liability will be transferred to Attorney's heirs.
- B. The UJS requires Attorney to fulfill this contract without excessive absences or significant interruptions in service. Attorney is allowed 21 days of leave per service year, excluding federal and state holidays; however, there are some circumstances that occur which will prevent Attorney from staying within this timeframe. In these cases, the UJS may, under certain circumstances, suspend (put "on hold") or waive (excuse) the obligated service or payment obligation.

1. **Suspension.** A suspension of the service commitment may be granted if compliance with the commitment by the attorney: (i) is temporarily impossible or (ii) would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the attorney's service commitment end date. The major categories of suspension are set forth below.

a. **Leave of Absence for Medical or Personal Reasons.** A suspension may be granted for up to one year, if the Attorney provides independent medical documentation of a physical or mental health disability, or personal circumstances, including a terminal illness of an immediate family member, which results in the Attorney's temporary inability to perform the service obligation.

b. **Maternity/Paternity/Adoption Leave.** Before taking this leave, Attorney must notify the UJS of pending maternity/paternity/adoption leave and provide appropriate documentation. If eligible under the Family Medical Leave Act, maternity/paternity/adoption leave of 12 weeks or less will be automatically approved, if properly documented. If the Attorney's maternity/paternity/adoption

leave will exceed 12 weeks during that service year, the Attorney must request a medical suspension, which may or may not be approved by the UJS.

c. **Call to Active Duty in the Armed Forces.** If Attorney is also a military reservist and is called to active duty, he/she will be granted a suspension, for up to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for a suspension, a copy of the order to active duty must be submitted to the UJS. The suspension will be extended if the applicable Armed Forces entity continues the period of active duty. The period of active military duty will not be credited toward the service obligation but will not be considered a breach of this contract.

2. **Waiver.** A waiver permanently relieves the Attorney of all or part of the service commitment. A waiver may be granted only if the Attorney demonstrates that compliance with his/her commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A timely waiver request must be submitted to the UJS, which shall include the reason(s) the waiver is being sought and any necessary medical and financial documentation necessary to support the waiver request.

7. CONTRACT EXTENSION:

If the Attorney is granted a suspension during a contract year, the Attorney must extend this contractual agreement for the length of time Attorney was absent, beyond any allowable absences pursuant to this contract.

8. QUARTERLY ASSESSMENTS:

The UJS verifies every 3 months that Attorney is meeting program requirements and fulfilling his/her service obligation. The In-Service Verification (ISV) is completed by both the Attorney and the UJS. By completing and signing the verification, the Attorney is certifying the Attorney's compliance or noncompliance with the applicable requirements during that 3-month period. The verification will also record the time spent away from the service site, e.g., the total number of days during the 3-month period that the attorney fell below the minimum service requirement of 35 hours per week.

Attorneys who fail to complete and submit their quarterly ISV on time may, in the discretion of the UJS, jeopardize receiving service credit for that quarter.

9. FUNDING TERMINATION:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by UJS if the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by UJS nor does it give rise to a claim against UJS.

10. FEDERAL AND STATE LAWS:

Attorney and County agree that they will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract.

11. RETENTION AND INSPECTION OF RECORDS:

The parties agree to maintain or supervise the maintenance of all records that are pertinent to this contract for a period of 3 years following the final payment against the contract. If such records are under pending audit, the parties agree to hold such records for a longer period upon notification from any party. The parties, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this contract.

12. AMENDMENT PROVISIONS:

This Agreement may not be assigned without the express prior written consent of the UJS. This Agreement may not be amended except in writing, which writing shall be expressly identified as an amendment to this agreement, and be signed by an authorized representative of each of the parties hereto.

13. SUBCONTRACT PROVISIONS:

Attorney may not use subcontractors to perform the services described herein without the express prior written consent of the UJS, State Bar and County. Attorney's efforts to assign or subcontract this contract, or any portion thereof, without the express written consent from the UJS, State Bar and County constitutes a material breach of contract. In the event such consent is obtained, Attorney will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this contract, to indemnify the UJS, State Bar and County. Attorney will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

14. SUPERCESSION:

All other prior agreements, discussions, communications and representations concerning the subject matter of this contract are superseded by the terms of this contract, and except as specifically provided herein, this contract constitutes the entire agreement of the parties with respect to the subject matter hereof.

15. SEVERABILITY:

In the event that any provision of this contract shall be held unenforceable or invalid by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. NOTICE:

Any notice or other communication required under this contract shall be in writing. Notices shall be given by and to the designated contact person listed below or such authorized designees as any party may from time to time designate in writing. Notices or communications to or between any of the parties shall be deemed to have been delivered 3 days after mailing by First Class US Mail service, provided that notices of default or termination shall be sent by registered or certified mail. Any notices or communications personally delivered to another party shall be deemed to have been delivered when received by such party.

17. PERSONNEL:

Neither the Attorney nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of UJS, State Bar or County and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of UJS, State Bar or County including, but not limited to, workers' compensation, unemployment benefits, health, dental or life insurance, and retirement membership.

18. CHOICE OF LAW:

The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.

19. FORCE MAJEURE:

The parties agree that none of them shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

20. CONTRACT ORIGINALS AND COPIES:

An original of this Agreement, fully executed, shall be retained by the UJS. A second original, fully executed, shall be provided to the Attorney. The County and State Bar shall receive photocopies of the fully executed Agreement.

This contract is not effective until it is fully executed by all parties.

In witness hereto the parties signlfy their agreement by signatures affixed below:

_____ UJS, State Court Administrator Patricia Duggan	_____ Date
_____ County – Authorized Agent	_____ Date
_____ State Bar of South Dakota – Authorized Agent	_____ Date
_____ Attorney	_____ Date

- State Agency Coding: Company – Center – Account –
- State Agency Fund from which contract is to paid _____
- Name and phone number of contact person in UJS who can provide additional information regarding this contract.

<u>Greg Sattizahn</u>	<u>(605) 773-3474</u>
Name	Phone

SD Rural Lawyer

Ensuring the vitality of the rural Main Street legal practice for current and future generations.

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ABA Resolution & Report for PRP

AMERICAN BAR ASSOCIATION

STATE BAR OF SOUTH DAKOTA

REPORT TO THE HOUSE OF DELEGATES

RESOLUTION

RESOLVED, That the American Bar Association urges federal, state, territorial, tribal and local governments to support efforts to address the decline in the number of lawyers practicing in rural areas and to address access to justice issues for residents in rural America.

FURTHER RESOLVED, That the American Bar Association encourages state and territorial bar associations to develop programs to increase the number of lawyers practicing in rural areas and which address access to justice issues for residents in rural America.

REPORT

The main street attorney in rural America is an endangered species. The small number of rural lawyers in relation to the unmet need for legal services in rural areas is shocking. The impact of losing rural lawyers on the economic viability of rural communities and the delivery of justice to residents in these areas is potentially devastating.

In South Dakota, 65% of the attorneys are located in only four cities. The results of the 2010 census reveal a continuation of the trend where rural areas lose population to urban areas. As Chief Justice of the South Dakota Supreme Court, David Gilbertson, warned in his State of the Judiciary message, "We face the very real possibility of whole sections of this state being without access to legal services. Large populated areas are becoming islands of justice in a rural sea of justice denied."

The demographics of the legal profession and urban migration in South Dakota reflect the wider trend seen across the country. In small, rural communities the aging of the profession is pronounced with the average age of lawyers serving those communities climbing. The troubling aspect of the demographic data for small communities in rural areas is more apparent when combined with the national trend among young lawyers who prefer an urban based practice in significant numbers. [1]

Assuring that main streets in rural America include a law practice is not an isolated Bar issue. It is not limited to access to justice. It is linked to the very survival of many key elements that define the distinctive quality of life in all of rural America. The decline of main street lawyers is directly connected to the health of the local economy, impacts shrinking governmental budgets, and is key to effective advocacy to ward off discussions about courthouse closings and county consolidation. Fred Cozad, a mentor to so many lawyers but the only lawyer in Martin, SD, is the epitome of a country lawyer who has thrived in a rural community. Yet, his practice of 64 years spanning 8 decades, the loyal clients he has served and the town of Martin are at risk because he does not have a successor. Because of these threats, this issue is not just a lawyer problem, it is a community problem.

In response to these challenges, the State Bar of South Dakota has taken a leadership role in addressing the rural attorney's status as an endangered species through formation of Project Rural Practice ("PRP"). PRP was charged with the tasks of identifying the scope of the decline of main street lawyers in rural South Dakota, assessing its impact and developing recommendations.

PRP is a collaborative effort involving multiple organizations. They include: the South Dakota Indian Country Bar Association, County Commissioners Association, School District Association, the Municipal League, the Governor's office, legislative leaders, Retailers Association, Banker's Association, Chamber of Commerce, state and local Economic Development agencies, the States Attorneys Association, the Unified Judicial System, USD School of Law, service veteran representatives, USDA Rural Development Agency, state universities, South Dakota Community Foundation, and others. The diversity of participation allows each stakeholder to spotlight their interest in this issue, seek common ground and identify enlightened solutions.

The work of PRP is performed by a Task Force appointed by past President Patrick Goetzinger in the Fall of 2011. The Task Force is co-chaired by Past Presidents Goetzinger and Bob Morris. It is comprised of representatives of the several groups referenced above, all working together in a multi-disciplinary approach to incubate solutions to the challenge.

The PRP Task Force has led the process of identifying ways to recruit lawyers to Main street in rural areas. Several objectives have evolved, which can be categorized into three areas.

First, the Bar must educate lawyers about practice support resources available to attorneys in rural areas and effectively demonstrate that the rural attorney will have all the advantages and support available to an urban, big firm attorney. Technology, on-line resources, IT support services, Bar mentorship programs and ABA law office management and practice support resources are bundled and made available to break down the barriers young lawyers or new lawyers in rural areas encounter in setting up and supporting a rural practice. PRP will examine programs from other states that accomplish giving rural bound attorneys practice ready skills. These programs include solo & small firm boot camps modeled after successful Trial Academy programs, internships, externships and Massachusetts's idea of establishing a legal residency program that mimics the medical profession's residency model. The rural attorney will have available to them training, mentoring, resources and professional support that rivals the urban, big firm experience.

Second, rural communities will be encouraged to develop incentives and to make the case for recruiting a lawyer to their main street. Rural towns do amazing things when local leaders lead. They must combat the myth of social isolation and address the need for a companion occupation for the lawyer's spouse or significant other. State and local economic development agencies are motivated to engage in creative planning to make the case for locating a practice in a rural community and demonstrate the area can support a thriving practice.

The tactics and programs used by state and local leaders to recruit medical professionals to rural areas can be applied with the same vigor to attract legal professionals to rural areas. State leaders have been engaged in a discussion of what can be done legislatively and through policy innovations to support rural communities wanting to recruit attorneys and address student loan debt for lawyers committing to a rural community. To supplement these efforts, the option of adding to the Law School curriculum and admissions policy will further support motivating students to seek a rural practice vocation. PRP provides information to influence state and community attitudes and develop a template for making available legal services in a virtual law office setting or recruiting lawyers to Main Street in rural America. As Elsie Meeks, SD State Director of the USDA Rural Development Program eloquently observed, PRP is a significant part of the universal objective to keep rural areas not just viable, but thriving.

Third, lawyers seeking a rural opportunity and communities wanting a Main street lawyer need to be connected. PRP is developing a website for South Dakota communities and lawyers to match the interested lawyer with the interested community or local lawyer seeking a successor. The website will host practice support and community information referenced above. In addition to being a valuable resource with relevant information, the website has been described as a match.com for lawyers and communities. In addition, PRP is at the center of coordinating the task of bringing attention to this issue by tying into the communication network of our non-lawyer stakeholders, such as social media, blogs, list-serves, board meetings, newsletters, columns, conventions and conferences.

The work of the State Bar of South Dakota can provide a template for use by other Bar organizations. ABA House of Delegates action to support the Resolution brings attention to this issue and the different methods of addressing the issue. Supporting the Resolution enhances the legal profession's role as the leader of a multi-disciplinary approach to addressing issues important to rural America. By bringing attention to the need for access to justice in rural areas and actively examining the rural lawyer's status as an endangered species, the Resolution is intended to dispel the myths of a rural practice and inspire law students to pursue a career as a country lawyer. Your support of the Resolution vaults Project Rural Practice to the status of ABA policy that recognizes effective access to justice includes a multi-disciplinary approach to recruiting lawyers to rural communities in order to assure rural America remains not just viable, but thriving.



Thomas J. Nicholson, Current
President, State Bar of South Dakota

Respectfully submitted,

Thomas Nicholson, President

State Bar of South Dakota

August 2012

[1] During the preparation of this Report, the authors conducted an informal survey of a small but diverse cross-section of states. The results of the survey confirmed the trends identified in this paragraph are occurring in Arizona, Georgia, Idaho, Indiana, Iowa, Kansas, Mississippi, Montana, Nebraska, North Dakota and Texas. The State Bars of Iowa and Nebraska are working on similar programs.

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PRP's Mission



Patrick G. Goetzinger, State Bar
President, 2011-2012

Comments of Patrick G. Goetzinger:

The main street attorney in rural South Dakota is an endangered species. In his 2011 State of the Judiciary address, South Dakota Supreme Court Chief Justice David E. Gilbertson drew attention to the decline of attorneys practicing in rural communities. The dearth of small town attorneys in relation to the need for legal services in rural South Dakota is shocking. The impact of losing rural lawyers on the economic viability and social fabric of rural communities and the delivery of justice to these areas is potentially devastating to the State of South Dakota and to a way of life that built this state. Action to preserve the rural legal practitioner—the counsel and confidant of small town South Dakota—is necessary.

Looking at the numbers more closely reveals a startling reality. Our Bar has 1861 active in-state members.

- 35% are from Sioux Falls
- 16% are from Rapid City
- 10% are from Pierre
- 4% are from Aberdeen

Sixty-five percent of our members are located in four cities. The results of the 2010 census reveal a continuation of the trend where rural areas lose population to metropolitan areas. As Chief Justice Gilbertson warned, "We face the very real possibility of whole sections of this state being without access to legal services. Large populated areas are becoming islands of justice in a rural sea of justice denied."

Assuring that main streets in rural SD include a law practice is not just an isolated Bar issue. It is not limited to delivering legal services or assuring justice in rural SD. It is linked to the very survival of many key elements that define the distinctive quality of life in all of SD. The decline of main street lawyers is directly connected to the health of the local economy, impacts shrinking budgets, and is a key to effective advocacy to ward off discussions about courthouse closings and county consolidation. Because of these threats, the borders of this issue are not confined to the Bar. It involves the entire community and multiple stakeholder organizations.

In response to these challenges, I have asked the Bar to take a leadership role in addressing the rural attorney's status as an endangered species through formation of Project Rural Practice ("PRP"). PRP will be charged with the task of identifying the scope of the decline of main street lawyers in rural South Dakota, assess its impact and develop recommendations.

PRP will be a collaborative effort involving multiple organizations. Those invited include the Associations of the SD Indian Country Bar, County Commissioners, School Districts, SD Retailers & the States Attorneys as well as the UJS, Law School, local charitable organizations and others. The diversity of participation reflects the fact this is a community problem, not just a lawyer problem. PRP will bring these stakeholders together, spotlight their respective interests in this issue and identify enlightened solutions.

The role of the Bar will be to provide leadership and promote the benefits associated with a main street rural practice. Education about the extent and nature of the decline and the virtues of preserving a rural practice will be one focus of the Bar's effort. PRP will incubate solutions through a multi-disciplinary approach. I can't think of a better way for the Bar to give back.



Bob Morris, State Bar President,
2009-2010

I have asked Past President Bob Morris to Chair the Project Rural Practice Task Force. I will also appoint a diverse group of rural practice attorneys and have been in contact with representatives of the organizations who have a stake in this project. President Morris was a natural choice for the Chair of PRP given the ongoing success of the Hagemann- Morris Young Lawyer Mentorship Coin Program. Mentoring will be a critical part of removing main street lawyers from the endangered species list.

Many iconic members of the Bar had very successful rural, main street practices. Lem Overpeck, MQ Sharpe, George Johnson and Sam Masten are just a few of the names that illustrate the stature that can be achieved from a rural practice. The importance of the small town lawyer is illustrated by the story told by Quentin Riggins about his grandmother, Zola Riggins, who lived near Porcupine. Grandma Zola had a huge chalkboard by her phone with the names and numbers of her important contacts. Among dozens of names on the chalkboard, at the top was Grandma Zola's lawyer and his number was listed there for years. That lawyer was Fred Cozad of Martin.

It is important not to confuse recognition of the good old days with being stuck in the past. It is a new time with new challenges and new opportunities to attract today's lawyers to a rural community. The Bar can lead in the reinvention of the main street practice to fit 2012 realities.

From Law School classrooms to County Commissioners & School Board meeting rooms, solutions will present themselves to motivate law students and lawyers to seriously consider moving to a rural area and become an active part of the community. Recalling the image of a vast sea of justice denied, it has been stated a smooth sea never made a skilled mariner. The Bar is ready to set sail in this tossing sea of challenge through the skill of those assembled in Project Rural Practice. May PRP have fair winds and following seas.

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South Dakota looks to pioneer rural lawyer program



JULY 08, 2013 6:00 AM • MARCUS TRAXLER CAPITAL JOURNAL

GETTYSBURG | As she freely acknowledges, this isn't where Sarah Larson thought she would be practicing law.

Five years ago, she hoped to go back to Rapid City and practice corporate law, close to her native hometown of Edgemont. But as these things usually go, life happened.

She met her future husband, Michael. He, too, was a law student at the University of South Dakota, and he had a desire to move back to his hometown and get into the family business of practicing law in Gettysburg.

"Here I am," she said, laughing.

Larson is one of the state's examples of a law school graduate who has made the leap into practicing law in rural areas, a subject that moved fully into the spotlight in March, when the state Legislature passed House Bill 1096.

That is the bill which will fund a pilot program giving 16 lawyers a little more than \$13,000 a year for five years to practice in a rural location that is currently underserved. The program began July 1 and operates on a first come, first served basis until the slots are filled.

"What's going on in rural areas today is begging for more attorneys," said Patrick Goetzinger, a lawyer from Rapid City and the co-chairman of Project Rural Practice, which is a task force that was created in September 2011 to work on the rural shortage issue.

"It's not that we need more lawyers. It's that we need more in the right geographical areas," said Bob Morris, a Belle Fourche lawyer who also serves as a co-chairman on the task force.

The need is illustrated frankly: Of the state's more than 1,800 lawyers, 65 percent operate in just four cities — Sioux Falls, Rapid City, Pierre and Aberdeen. While the populations in rural areas continue to shrink, the need for legal aid in those areas does not. At one point in 2010, three counties in the state were without a lawyer.

The program almost didn't happen at all. If not for a late effort by South Dakota Supreme

Court Chief Justice David Gilbertson, who has championed the rural lawyer effort for years, the program might have been lost. But a hodgepodge effort was successful and the bill was passed in the final 24 hours of the legislative session.

The state's United Judicial System will be in charge of selecting the "Sweet Sixteen," as they're being dubbed. Applicants - who can be any licensed lawyer in the state - are urged to meet with the communities they want to serve in an effort to create the best fit possible. Counties with less than 10,000 in population are eligible, provided they can demonstrate a need.

As far as funding is concerned, the state will pay 50 percent of the total cost to fund the program, while schools and county and city governments will pay 35 percent of the subsidy expense. The state bar foundation will fund the other 15 percent needed.

Goetzinger spoke of the importance of having each party buying in.

"It's important to have that because a lawyer is an economic generator in the town and the community," he said.

The program runs through July 1, 2017. Qualifying attorneys will receive annual payments for five years equal to 90 percent of tuition and fees at the University of South Dakota School of Law, which is a little more than \$13,000, according to Goetzinger. If the five-year commitment can't be fulfilled, the lawyer pays the money back.

Other professions have received help for working in rural areas for decades, including medical and dental professionals who have had access to as much as \$60,000 in tax-free loans for two years, if they work areas with few opportunities for assistance.

For the Larsons, the opportunities in Gettysburg were important. Michael is a fourth-generation attorney at Houck Law Office in downtown Gettysburg, following in the footsteps of his family, including his grandfather and his uncle. His wife took a little convincing.

"At first, I think I went through a difficult transition period. I think it was difficult not to be within a 10-minute drive of a Target or a Walmart or a big grocery store or a movie theater," Sarah Larson said. "With patience, I learned the benefits of working in a small town and working in this business probably outweigh what I would have done otherwise."

In her first trip to Gettysburg, she quickly saw that her husband had an ability to connect with the city's people.

"The first time I saw him come back here, it was like I saw a whole new person," she said of her husband. "You could tell how much he loved home and the hunting and the fishing."

Michael Larson said oftentimes he's thinking about work long after he's done for the day because he wants to do well for his clients. He said working in a small town like Gettysburg means you're a bit "more emotionally invested."

"The fact that I know them makes me want to work that much harder for them, just because I'm familiar with them," he said. "That, I guess, gives me a little more satisfaction in what I do."

Some of those benefits go beyond just working with clients and involve meeting the people you serve. Morris said there's a certain pride that comes with being able to be a part of the community in a small town.

"A lawyer is looked at as a leader in the community," Morris said. "You can make an economic impact on your community and you get involved serving on committees or boards. Lawyers get into the community and they lead."

In particular, rural practice means there's hardly any specializations. While 80 percent of the work done at Houck Law Office in Gettysburg is with regards to land transactions and estate planning, there's a little bit of everything.

"It's a pretty diverse type of practice. You give your best effort to tackle any problem that comes through that door," Michael Larson said.

For most recent law school graduates, finding your way is hard enough. So there's good reason that some soon-to-be attorneys are wary of jumping into a rural practice.

"Oftentimes, you leave law school with a debt of more than \$100,000 and move to a small town and you have to take on the expenses of hanging your own shingle," Sarah Larson said. "All of your business expenses add up pretty quickly because you have bar dues and malpractice insurance, among other things."

Sarah's role with Project Rural Practice started in law school, when she researched the problem of a shortage of rural lawyers. She found that 80 percent of law students at USD at the time would be interested in serving a rural area if there was a program to help with startup money. But young people surveyed were concerned about adding more debt coming out of school, the ability to find work for a spouse or significant other in a small town or being able to meet a potential spouse.

"There's certainly an apprehension about going out on your own and getting started," she said. "Hopefully, this will help."