



CULTURE
CONNECTION
LAW

Stillwater Public Schools

Re: Legal Representation

Thank you for selecting Culture Connection law ("Culture Connection or "us" or "we" or "the firm") to serve as your legal counsel for purposes of the project outlined in Schedule 1. The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

Scope of the Engagement: We have been asked to represent Stillwater Public Schools ("you" or "the client") in matters related to the project outlined in Schedule 1.

The scope of this engagement is limited to those matters described on Schedule 1. However, you may request we complete additional work in writing via email to alex@cultureconnectionok.com. Additional work is subject to written approval by both parties, evidenced via email. After this engagement concludes, the firm has no further obligation to advise you. As such, if there are any later legal developments that may impact your future rights and liabilities, including changes in the applicable laws or regulations, you will have to engage us separately to advise on such developments.

The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter.

Fees: Work is conducted at a rate of \$335.00 per hour for legal services and \$500.00 per hour for training services. You will receive an invoice via QuickBooks at the end of each month. Payment is due within 15 days of receipt of invoice.

Payment plans are available upon written request and subject to approval by Culture Connection Law. Clients on a payment plan will be asked to certify a Payment Plan Agreement. Late payments made on a Payment Plan may result in a late fee of up to five percent (5%) of the payment due.

Our billing rates may be reasonably adjusted up to a five percent (5%) increase from time to time, but not more frequently than every six (6) months. We will notify you of any such adjustments reasonably in advance of their effectiveness. We will not increase our rate for any of those items outlined in Schedule 1.

We will make every effort to ensure that fees for this matter remain within those estimations provided in Schedule 1. However, the fee estimations in Schedule 1 are mere estimations. Billing will reflect actual hours worked, which may be more or less than the estimations included in Schedule 1. This estimate, and any future estimates, is provided as a guideline to assist you for budgeting purposes. It is not meant as, and is not, a determination of the minimum or maximum fees that will be incurred.

Intellectual Property. If, in the scope of your legal representation and services, you requested we prepare corporate documents and policies for your organizational use, Culture Connection Law and its attorneys, prepared these corporate documents in their best legal judgment for the exclusive use and benefit of your organization or company and solely for the purpose for which the organization provided. If your organization or company, including its directors, officers, employees, agents, or assigns, subsequently modify these documents without the prior written consent and legal consultation of Culture Connection Law, you acknowledge that you are solely responsible for any damages that stem from such subsequent modification.

The corporate and policy templates provided by Culture Connection Law during the scope of your legal representation is the intellectual property of Culture Connection Law. Should you sell, reproduce, or transfer such documents to a third party, Culture Connection Law will seek all available legal remedies as damages for such sale, reproduction, or transfer in violation of this agreement. By your signature below, you acknowledge that you are not permitted to sell, reproduce, or transfer the documents prepared and provided to your organization by Culture Connection Law to a distinct third party inclusive of another nonprofit corporation or company.

Termination of the Representation: Upon written notice to the firm via email at alex@cultureconnectionok.com , you shall have the right at any time to terminate our services and representation under this Agreement. Such termination, however, shall not relieve you of the obligation to pay for all services rendered and costs and expenses paid or incurred on your behalf in accordance with this Agreement prior to the date of such termination.

We also have the right to terminate the representation for good cause, subject to an obligation to give you reasonable notice to arrange for alternative representation. Good cause to withdraw includes, but is not limited to, (a) your failure to honor the terms of the engagement, (b) your failure to cooperate or follow our advice on a material matter, (c) circumstances where our continued representation would be unlawful or unethical, or (d) any other reason permitted by the applicable ethics rules.

In the event that we terminate the engagement for good cause, you remain obligated to pay all outstanding balances.

Communication: It is important for us to maintain open communication with each other throughout the engagement. We will regularly keep you informed of the status of the matter and will promptly notify you of any major developments. We will consult with you whenever appropriate.

You agree to communicate with us and provide us with complete and accurate information as needed to further the work outlined in Schedule 1.

Unless you specifically direct us otherwise, we may use mobile phones, email, and facsimile machines in the course of this engagement. Our email and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of mobile phones may place confidential or privileged information at risk. By signing below, you consent to our use of these forms of communication.

Mediation: In the event that a dispute between us arises out of, or relates to, this Agreement that we are unable to amicably resolve, we shall attempt to resolve the matter in formal mediation.

Choice of Law and Forum: This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oklahoma. The venue shall be located in Oklahoma County.

Privacy: In the course of providing legal services to you, we may receive nonpublic personal information about you and your personal. All such information will be held in strict confidence and will not be disseminated to any person or entity outside this law firm without your consent, unless such disclosure is required under the applicable law.

We may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take every precaution to make sure these servers are encrypted and secure, there still is a risk that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.

Attorney-Client Privilege: Generally, information we receive from you is subject to the attorney-client privilege. However, we may be under an independent ethical duty to reveal privileged information if (a) it involves the commission of illegal or fraudulent acts that are committed in the course of this engagement, (b) it involves the intent to commit a crime, or (c) we are required to disclose the information by law or court order.

Entire Agreement: This Agreement, together with Schedule 1, incorporated herein by reference, constitutes the sole and entire agreement between us with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

Please review this letter carefully and let me know if you have any questions or concerns. If you agree to the terms of this letter, please sign it and return it to my attention. You may retain the enclosed copy for your files.

We appreciate the chance to be of service and look forward to working with you.

Alexandra Bliss

Alexandra Towler-Bliss, Founding Attorney

ACCEPTED AND AGREED to:

By: _____

Printed Name and Title

Date: _____

Schedule 1

Investigation and Investigation Report.

In general, investigations include the following:

1. Interviews
2. Documentation review
3. Investigation Report with the following elements:
 - a. Scope of Investigation
 - b. Timeline of Events
 - c. Finding of Investigation
 - d. Recommendations flowing from Findings

The estimated cost of this project is \$10,000.00. However, the cost may be more or less depending on what I find when I begin the investigation.