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ATTORNEYS AND COUNSELORS FOR TEXAS PUBLIC SCHOOLS AND LOCAL GOVERNMENT

January 19, 2022

Via email: Jessica.hernandez@hmpps.net

Ms. Jessica Hernandez
Horizon Montessori Public Schools
2402 E. Business 83
Weslaco, Texas. 78596

RE: Engagement Letter Agreement

Dear Jessica:

We wish to thank you for the opportunity to allow Schulman, Lopez, Hoffer & Adelstein, LLP (the "Firm") to represent Horizon Montessori Public Schools ("Horizon") as legal counsel in connection with the matters referenced below. The purpose of this letter is to propose the terms and conditions of our engagement to provide general advice and legal services relating to general counsel work, real estate, and other legal issues relating to school law (employee, student, business, operations, nonprofit, governance, etc.).

We appreciate the opportunity to serve Horizon and we recognize that your satisfaction with our services is the key to a successful professional relationship. This requires a mutual understanding of expectations and candid communications between us. Therefore, please let me know promptly if you have questions at any time concerning the matters the Firm is handling.

Conflicts of Interest

One of the most important factors for our firm to consider in accepting an engagement is whether our representation will conflict with the interest of any of the Firm's existing clients. Based on the information available to us at this time, we have determined that there is no apparent legal conflict that would preclude us from representing Horizon. However, if an irreconcilable conflict is discovered after we begin any work for Horizon, the Firm may be disqualified from continuing such representation. It is therefore essential to make certain that we are fully advised of any interests

Schulman, Lopez, Hoffer & Adelstein, LLP—Trusted advisers and advocates for Texas independent school districts, charter schools and local governments offering accessible, responsive legal representation to our clients.

involved in any matter we are asked to handle on your behalf. If we determine that a conflict does exist, we will notify all affected parties and proceed in a manner consistent with the ethical standards contained in the Texas Disciplinary Rules of Professional Conduct.

Fee Arrangements

Experience has shown that a mutual understanding at the outset about fee arrangements will enhance our working relationship. The Firm will offer a reduced blended rate for attorneys below (meaning all attorneys bill at the same rate vs higher rates for partners, lower for associates), and staff that may provide legal services to Horizon. These rates are subject to increase at the start of each calendar year as determined by the Firm. The rates of our attorneys currently range from \$215 to \$400 per hour and are based upon seniority and expertise.

ATTORNEY/STAFF

HOURLY RATE

Senior Partners:	\$330/hr.
Partners:	300/hr.
Of Counsel/Senior Counsel:	290/hr.
Sr. Associate:	275/hr.
Associate:	250/hr.
Specialized Staff:	250/hr.
Paralegal:	150/hr.
Legal Assistant	120/hr.
Law Clerk:	175/hr.

EXPENSES

CHARGE

Mileage	Current IRS rate
Airfare	Actual Cost for Coach Fare
Car Rental/Cab	Actual Cost for Rental/Cab
Hotel/Lodging	Actual Cost for Hotel/Lodging
Postage	Actual Cost to Firm
Copy Charges	15¢ per page
Facsimile	50¢ per page
Litigation expenses	Actual Cost to Firm (e.g., costs, experts, depositions, court reporter, etc.)

Reimbursable expenses include costs incurred for transportation, lodging and meals where travel is required in connection with your representation, expenses of long-distance telephone, telex or telecopy charges, photographic reproductions, courier services, shipping costs, and the like. Payment of each statement is due within thirty (30) days of the billing.

While the Firm customarily requires a retainer/advance of legal fees, the Firm will waive its retainer requirement.

Whenever appropriate and consistent with proper legal representation, we use legal assistants, investigators and younger attorneys in order to minimize the time requirements of our more senior lawyers. This enables us to provide our clients economical and efficient legal services and to avoid assigning senior attorneys to tasks performed equally as well by other staff members.

We also reserve the right to charge interest on any balances outstanding on Horizon's account for more than 30 days, at an interest rate not to exceed 10% per annum, compounded monthly. This amount may be added to Horizon's monthly billing.

Termination of Services

Under certain circumstances it may be necessary to terminate our services and our attorney-client relationship prior to completion of the matter or matters for which we have been engaged. In that event, the Firm agrees to the following:

- A. Upon written notice from you Horizon's Board of Directors, we will withdraw from representation.
- B. We may, at our option, withdraw from representing Horizon at any time if:
 - (1) insists on presenting a claim or defense that is not warranted under existing law, and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;
 - (2) seeks to pursue an illegal course of conduct;
 - (3) insists that the Firm pursue a course of conduct that is illegal or prohibited under the Texas Disciplinary Rules of Professional Conduct;
 - (4) by any other conduct, renders it unreasonably difficult for the Firm to carry out its employment;
 - (5) insists that the Firm engage in conduct that is contrary to the judgment and advice of its attorneys, but not prohibited under the Texas Disciplinary Rules of Professional Conduct; or
 - (6) fails to perform any agreement or obligation to the Firm with respect to the payment of costs or fees for services rendered.
- C. In the event of withdrawal from engagement, the Firm will take reasonable steps to avoid foreseeable prejudice to rights, including giving due notice to Horizon, and allowing time for employment of other counsel, delivering all papers and property to which Horizon is

entitled, and complying with applicable laws and rules governing such withdrawal from employment.

Upon execution of this letter agreement, it will become a binding contract. Therefore, if any of the matters set forth herein are unclear or require explanation, please call me as soon as possible to discuss them.

Cordially,

**SCHULMAN, LOPEZ,
HOFFER & ADELSTEIN, LLP**

A handwritten signature in dark ink, appearing to read "By P. Day" with a large checkmark flourish at the end.

Bryan P. Dahlberg
BPD:lvs

ACCEPTED:

HORIZON MONTESSORI PUBLIC SCHOOLS

By: _____

Date: _____

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

I acknowledge receipt of this notice.

Signature