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August 28, 2025

Dr. Dustin Bromley
Superintendent
Splendora ISD
23419 FM 2090
Splendora, Texas 77372

Via Electronic Mail
dbromley@splendoraisd.org

Re: Legal Services for Splendora ISD

Dear Dr. Bromley:

We are thrilled to offer legal services to Splendora Independent School District (“SISD” or the “District”) as a client of SPALDING NICHOLS LAMP LANGLOIS (the “Firm”). Although our business relationship is always on an at-will basis, we find that a written engagement letter is useful in setting forth the general terms of the relationship. We appreciate the opportunity to serve SISD, and we recognize that your satisfaction with our services is the key to a successful professional relationship.

Please review the terms and let us know if you have any questions. Otherwise, please obtain any approvals necessary, sign below and return.

DESCRIPTION OF SERVICES

The scope of this Firm’s service to the District is to provide ongoing legal consultation and advice, upon request of the District.

CONFLICTS OF INTEREST

One of the most important factors for us to consider in accepting an engagement is whether our representation will conflict with the interest of any existing client of the Firm. Based on information available to us at this time, we have determined that there is no apparent conflict that would preclude our representing the District. To the extent any potential conflicts arise, we will need to address them at that time; however, the Firm commits that we will not take on any representation that poses a conflict or potential conflict with any Firm governmental entity clients, including other school districts, charter schools, junior colleges, municipalities or other public, taxpayer supported entity. If an irreconcilable conflict is discovered after we have commenced work, the Firm may be disqualified from continuing our representation. Therefore, it is essential to make certain that you have advised us fully as to all interests involved in any matter we are to handle on your behalf. If we determine that a conflict of interest does exist, we will notify all affected clients 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. Our fees will be billed at the hourly rate of \$390 for partners and \$295 for associates. Whenever appropriate and consistent with proper legal representation and to save client resources, we will use legal assistants, whose hourly rates are \$155.

No retainer is required. The Firm will render a monthly statement to the District for our fees calculated using rates set forth above. These rates are subject to increase at the start of each calendar year. Reimbursable expenses include costs incurred for transportation, lodging and meals where travel is required in connection with our representation, expense of document imaging, postage, courier services, shipping costs, and the like. Payment of each statement is due within thirty (30) days of the billing.

THIRD-PARTY VENDORS AND SERVICES

Please also note that it is our general policy to direct all third-party vendors and services (e.g., mediators, arbitrators, etc.) to look directly to our clients for payment. Accordingly, the District will be asked to pay all third-party vendors and services directly and promptly. We will attempt to advise you in advance of such expenses and seek your prior approval of any single expenditure in excess of \$1,000.00.

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 retained. In that event, we have agreed to the following:

- A. Upon written notice from the District, the Firm will withdraw from representation.
- B. The Firm, at its option, may withdraw from representing the District at any time if the District:
 - (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 that is 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 the 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 representation, the Firm will take reasonable steps to avoid foreseeable prejudice to the District's rights, including giving due notice to the District and



allowing time for representation by other counsel, delivering all papers and property to which the District is entitled and complying with applicable laws and rules governing such withdrawal from representation.

In accordance with Texas Government Code § 81.079(b)(3), notice is hereby given that any complaints of professional misconduct may be made by contacting the State Bar of Texas at 1-800-932-1900.

If the foregoing terms and conditions are acceptable, please have an authorized representative of Splendora Independent School District execute this letter in the space provided below and return an executed copy to our office. Once again, we appreciate your business and look forward to a successful relationship.

Very truly yours,

SPALDING NICHOLS LAMP LANGLOIS



Sarah W. Langlois

ACCEPTED AND AGREED on this ____ day of _____, 2025.

SPLENDORA ISD

Signature

Title

Printed Name

