

**McNeil & Associates, P.C.**  
**Engagement and Fee Agreement**

Mill Creek Academy, a nonprofit Michigan corporation which is a Michigan public school academy, otherwise referenced throughout this agreement as the "Client", hereby hires and engages McNeil & Associates, P.C, (the "Firm") for legal representation in accordance with the terms contained in this agreement.

1. Scope of Representation. The Firm will represent and advise the Client regarding its operation of a Michigan public school academy. Such objectives will generally include, but not be limited to, facilitating the Client's operation of Mill Creek Academy in a manner which is legally compliant with the applicable state and federal laws, rules and regulations
2. Basis of Fee. Our firm charges for its services based on time spent pursuing the stated objectives of the Client. These services will be accounted for and billed in hours and/or fractions of an hour. The billing rate of Douglas J. McNeil, the partner primarily responsible for representing the Client, is Three Hundred Fifty and 00/100 Dollars (\$350.00) per hour. The Firm may utilize the services of its other attorneys, paralegals and legal assistants, whose time will be billed at rates ranging from Eighty and 00/100 Dollars (\$80.00) per hour to Three Hundred Fifty and 00/100 Dollars (\$350.00) per hour.
1. Costs and Expenses. The Firm will sometimes advance fees and out of pocket costs on behalf of the Client, and then invoice such costs and expenses through to the Client. However, when necessary, in the Firm's opinion, the Firm can demand that such costs and expense be paid by the Client in advance or as incurred.
1. Billing Practices. The Firm normally bills on a monthly basis and payment in full is due upon receipt of our invoice. Our invoices will be forwarded to the address shown in the Client's signature block of this agreement, unless we are instructed to the contrary.

For any remaining unpaid after 30 days, the Firm reserves the right to assess a monthly late charge equal to 1% of the unpaid balance of the invoice, for each subsequent 30-day period or portion thereof that the balance remains unpaid.

Any payment received by the Firm from or on behalf of the Client will be applied first to the oldest outstanding invoice, to first satisfy costs and expenses advanced as shown in that invoice and then attorney fees as shown in that invoice.

2. Communication and Cooperation. Timely communication and complete cooperation with the Firm are essential if the Client's best interests are to be served. For that reason, the Firm encourages and invites questions concerning any aspect of the services rendered or to be rendered, or the fees and costs charged.

The Firm shall keep the Client reasonably informed about the status of the representation and comply promptly with reasonable requests for information. The Firm shall explain a matter to the extent that it is reasonably necessary to permit the Client to make informed decisions regarding the representation.

3. File and Record Retention. The Firm will retain the Client's paper file for at least two years after the date it is closed, and reserves the right to delete tape, disk, and other non-paper records relating to

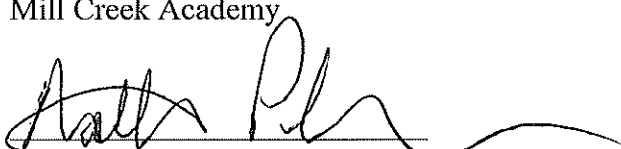
that file. The Client should contact the Firm to obtain any of the contents of that file; and the Firm reserves the right to retain a copy of any item requested by the Client and to charge the Client for reproduction costs. After the expiration of the seven (7) year period, the Firm reserves the right to dispose of the file by use of a commercial waste disposal company, without further notice to the Client, and retain neither the original nor copies of the contents of the file.

4. Termination of Representation. This engagement agreement shall be deemed effective when the Firm begins the provision of legal services requested by the Client. Additionally, the Client may terminate this engagement agreement and the Firm's services at any time, but will remain liable for all fees, costs and expenses incurred during representation until paid in full.
5. Interpretation and Enforcement. This agreement shall be interpreted and enforced pursuant to the laws of the state of Michigan; and the sole venue for all claims pertaining to or arising out of this agreement, including suits to collect fees or complaints about the sufficiency of representation, shall be in the trial courts of Antrim County, Michigan. The parties agree to participate in facilitative mediation as a preliminary first step to resolving any dispute between the parties.
6. Miscellaneous. This agreement constitutes the entire agreement between the Client and the Firm, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Firm:  
McNeil & Associates, P.C.

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By: Douglas J. McNeil  
Date: March \_\_, 2026

Client:  
Mill Creek Academy

  
By:  
Date: March 13<sup>th</sup>, 2026