

FREEZE ACCOUNTABILITY COALITION OF TEXAS SCHOOLS (“FACTS”)
LEGAL SERVICES AGREEMENT BETWEEN DENTON INDEPENDENT SCHOOL
DISTRICT AND O’HANLON, DEMERATH & CASTILLO

This agreement is made between the Denton Independent School District (“District”) and O’Hanlon, Demerath & Castillo (“Firm”) for representation of the District in legal proceedings relating to an accreditation appeal proceeding against the Texas Education Agency.

1. Fees and Expenses: **Total fees shall not exceed \$10,000.00 total regardless of time billed.** Time will be billed by the Firm as follows: an hourly fee of \$350.00 per hour for work performed by Firm attorneys and \$110.00 per hour for work performed by Firm Paralegals. The Firm will receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, and travel outside of Travis County, separate from the Firm’s compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with the District’s policy on travel reimbursement for employees. We will allocate our hours worked and total expenses **among all school districts** enjoined in the coalition and apportion your fees and expenses at the agreed hourly rate. Time will be billed in 1/10th hour increments.

2. Termination: You will have the right to **terminate** our representation **at any time**. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The District will be responsible for our fees and expenses incurred to the date of termination under the terms of this agreement. This contract is subject to termination with a thirty-day notice by the District.

3. Conflict Issues: We have not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future.

4. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding upon and inures to the benefit of both you and these firms and our respective heirs, legal representatives, successors, and assigns. This letter agreement constitutes the entire agreement between us with respect to matters involving the engagement of our firms and the payment of fees in connection with this engagement. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. Nothing in this letter shall be construed as such a promise or guarantee.

Superintendent
Denton Independent School District

Nick Maddox
O’HANLON, DEMERATH & CASTILLO